



Town of Arlington Board of Selectmen

Meeting Agenda

September 12, 2016

7:15 PM

Selectmen's Chambers, 2nd Floor, Town Hall

FOR APPROVAL

1. RCN Cable Television License Renewal
Douglas W. Heim, Town Counsel
2. Arlington Heights Banners
Adam W. Chapdelaine, Town Manager
Representatives of Support Arlington Heights

CONSENT AGENDA

3. Minutes of Meetings: July 18, 2016 (tabled from 8/22/16 meeting); August 22, 2016
4. Request: Special (One Day) Beer & Wine License, 9/22/16 @ Robbins Memorial Town Hall for Art Exhibit Reception
Martine Gougault, Vision 2020 Reservoir Art Committee
5. Request: Special (One Day) All Alcohol License, 9/25/16 @ Whittemore Robbins House for a Private Wedding
David Godin and Tahmeena Chowdhury
6. Request: Gyro Fest, September 30, 2016 - October 1, 2016
Rev. Dr. Nicholas M. Kastanas, Pastor, St. Athanasius the Great, 4 Appleton Street
Rev. Aaron Walker, Assistant Parish Priest
Constandinos Ioakimidis, President, Parish Council
 - a) 2-Day Special (One Day) Beer & Wine License
 - b) "One Way" designation of Appleton Place (between Mass. Ave. & Burton St.) heading towards Burton Street
7. For Approval: Arlington Center for the Arts 17th Annual Arlington Open Studios; (1) Arts Center to be open on Sunday, October 16th from 12:00 p.m. - 5:00 p.m.; and (2) Waiver of 'resident only parking' restrictions on Tufts and Foster Streets for Saturday, October 15 and Sunday, October 16.
Pamela Shanley, Arlington Open Studio Director
8. For Approval: KENO Monitor
Boyles Family Market, 64 Broadway
9. Vote: Special Municipal Employee/Arlington Recreation Department

James Feeney, Interim Director of Recreation

10. Appointments of New Election Workers: (1) Donald Cohn, 305 Park Avenue, D, Pct. 16; (2) Linda Cohn, 305 Park Avenue, D, Pct. 16; (3) Claire Gibbons, 3 Longfellow Road, U, Pct. 8; (4) Melissa O'Brien, 11 Lowell Street, S, Pct. 6; (5) Paula Silva, 73 Webcowet Road, U, Pct. 7; (6) Thomas Silva, 73 Webcowet Road, U, Pct. 7; (7) Aaron Sloanaker, 17 Tanager Street, D, Pct. 20; (8) Geoffrey Wright, 66 Mott Street, D, Pct. 6

APPOINTMENTS

11. Board of Health
Dr. Kevin J. Fallon (term to expire 6/30/2019)
12. Council on Aging
Rick Fentin (term to expire 6/30/2019)

LICENSES & PERMITS

13. Request: Class II License
Patrick Quinn, 223 Massachusetts Avenue
14. For Approval: Change of Manager - All Alcohol License
Not Your Average Joe's, 645 Massachusetts Avenue
Lauren Dexter, Manager

CITIZENS OPEN FORUM - SIGN IN PRIOR TO BEGINNING OF OPEN FORUM

Except in unusual circumstances, any matter presented for consideration of the Board shall neither be acted upon, nor a decision made the night of the presentation in accordance with the policy under which the Open Forum was established. It should be noted that there is a three minute time limit to present a concern or request.

TRAFFIC RULES & ORDERS / OTHER BUSINESS

15. Request: One Space On Street Overnight Parking @ 35 Addison Street
Dorothy Louise (tabled from 7/18/16 meeting)
16. For Approval: Designate Purcell Road as 'One Way' from Everett Street to North Union Street
Kathleen Bodie, Ed.D., Superintendent of Schools
17. Minuteman Campaign Update
Michael Ruderman, 9 Alton Street
18. ADA Parking Space Proposal and Recommendation
Adam W. Chapdelaine, Town Manager

NEW BUSINESS

EXECUTIVE SESSION

Next Scheduled Meeting of BoS September 26, 2016.



Town of Arlington, Massachusetts

RCN Cable Television License Renewal

Summary:

Douglas W. Heim, Town Counsel

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Arlington_RCN_Renewal_License_for_Execution_9-12-16_(00018547xA050C)_(1).pdf	Arlington RCN Renewal License 2016

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC**

**THE BOARD OF SELECTMEN
TOWN OF ARLINGTON,
MASSACHUSETTS**

EXHIBITS

FCC Technical Specifications	Exhibit 1
Institutional Network Buildings	Exhibit 2
Programming	Exhibit 3
Public Building Cable Drops	Exhibit 4
Gross Annual Revenues Reporting Form for Capital Funding	Exhibit 5
Gross Annual Revenues Reporting Form for Annual Funding	Exhibit 6
207 CMR 10.00	Exhibit 7
FCC Customer Service Obligations	Exhibit 8
Cable Division Form 500	Exhibit 9

AGREEMENT

This Cable Television Renewal License entered into by and between the Board of Selectmen of the Town of Arlington, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and RCN Telecom Services of Massachusetts, LLC (“RCN” or the “Licensee”).

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Arlington, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Arlington; and

WHEREAS, the Issuing Authority conducted an ascertainment hearing, pursuant to Section 626 of the Cable Act, on April 15, 2015, in order to (1) ascertain the future cable related community needs and interests of Arlington, and (2) review the performance of RCN during its current license term; and

WHEREAS, the Issuing Authority submitted a Request-for-Proposal to RCN on May 18, 2016; and

WHEREAS, RCN submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Town of Arlington, dated March 25, 2016, for a renewal license to operate and maintain a Cable Television System in the Town of Arlington; and

WHEREAS, the Issuing Authority and RCN engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for RCN’s continued operations and maintenance of its Cable Television System in the Town of Arlington.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations and abbreviations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Arlington resident and/or any Persons affiliated with a Arlington institution to use designated public, education and government (“PEG”) access facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use herein.

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations.

(3) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(4) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(5) CMR: The acronym for Code of Massachusetts Regulations.

(6) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

(7) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

(8) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(9) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Cable Act or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(11) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Arlington, Massachusetts.

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

(15) Drop or Cable Drop: The cable that connects an Outlet to feeder cable of the Cable System.

(16) Educational Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority, educational institutions and/or its designee(s) to present non-commercial educational programming and information to the public.

(17) Effective Date of Renewal License (the "Effective Date"): September 11, 2016.

(18) FCC: The Federal Communications Commission, or any successor agency.

(19) Government Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial governmental programming and/or information to the public.

(20) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; all revenues from Subscribers to the Licensee's streaming

video services; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(21) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(22) High Definition ("HD"): Being or relating to an often digital television system that has twice as many scan lines per frame as a conventional system, a proportionally sharper image, and a wide-screen format.

(23) Institutional Network: The dedicated four (4) strand fiber-optic cable for the use of the Issuing Authority, its designees and/or Town departments and the Licensee.

(24) Issuing Authority: The Board of Selectmen of the Town of Arlington, Massachusetts.

(25) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(26) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Arlington and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(27) Licensee: RCN Telecom Services of Massachusetts, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(28) Normal Business Hours: Those hours during which most similar businesses in Arlington are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(29) Origination Capability or Origination Locations: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a video Signal(s) upstream to a designated location.

(30) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

(31) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or group-of-channels basis.

(32) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(33) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(34) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(35) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(36) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(37) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(38) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designee(s) for use by, among others, Arlington residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(40) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device issued by the Licensee.

(42) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(43) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(44) State: The Commonwealth of Massachusetts.

(45) Strand Maps: Route maps of the Town of Arlington, of suitable scale, showing (i) the location of all of the Licensee's facilities in, on, over and under the Streets and Public Ways in the Town; (ii) all transmitting and Origination Locations; (iii) all Cable Service routes; (iv) all Pedestal locations; (v) the location of every utility pole in the Town utilized by the Licensee; (vi) the number of unit lengths of cable (or its functional equivalent) in, on, over and under the Streets and Public Ways; and (vii) all amplifier and power supply locations.

(46) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.

(47) Subscriber Network: The 860 MHz, bi-directional network, owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(48) Town: The Town of Arlington, Massachusetts.

(49) Town Counsel: The Town Counsel of the Town of Arlington, Massachusetts.

(50) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(51) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(52) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(53) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Arlington, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Arlington.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Arlington within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Service and Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Arlington. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on September 11, 2016 and shall expire at midnight on September 10, 2026.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Arlington; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town, unless legally prevented from applying such standards in private ways. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Section 11.1 infra.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town its existing 750 MHz Subscriber Network.

(b) The Licensee shall transmit all of its Signals to Arlington Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit 1**, as amended, attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards, as amended.

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to provide, operate, maintain, and repair at its sole cost and expense, its existing Institutional Network (the "I-NET"), which shall connect the locations listed in **Exhibit 2**, attached hereto and made a part hereof, for the exclusive use of the Town and/or its designees. Four (4) strands of single mode fiber-optic cable are and shall continue to interconnect each of the buildings specified in **Exhibit 2** to the Licensee's Hub location using a star network topology. Said fibers are and shall continue to be cross connected and extended from the Licensee's Hub location to the Town's I-Net Hub location at the Arlington High School, using a multi-fiber cable such that each fiber has a dedicated path from its remote building location to the Arlington High School I-Net Hub location.

(b) The I-Net shall continue to be capable of providing voice, video and data services between Town buildings and other institutions specified in **Exhibit 2**. The Licensee shall work with the Town in assessing its needs and shall provide reasonable professional consulting services at no charge to the Town in order to facilitate video, data and voice transmission capability over the I-Net. Designated users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.

(c) With respect to the four (4) single mode fibers that are and shall remain terminated at each location specified in **Exhibit 2**, one (1) fiber pair is currently used for bi-directional data transmission from the remote locations to the I-Net Hub located at the Arlington High School. The second fiber pair is currently used by the Town for telephony service. The Licensee shall continue to provide to the local RCN I-Net Hub located at the Arlington High School and each location specified in **Exhibit 2**, the Gibbs School as specified in Section 3.2(g) below, either a wall mounted rack or standing rack and SC/APC fiber connectors. The Licensee shall continue to provide a customary patch panel and fiber terminations at the RCN Hub, the Town I-Net Hub at the Arlington High School and I-Net locations specified in **Exhibit 2** and the location of the Gibbs School located at 43 Forest Street pursuant to **Exhibit 2**.

(d) The Licensee shall make available to the Town a reasonable amount of professional consultation at no charge to the Town regarding the development of the I-Net, from its in-house personnel.

(e) The Licensee shall have the sole responsibility for maintaining the I-Net and associated equipment for the term of the Final License (as amended), including all necessary inspections and performance tests, except for equipment not under its control or ownership.

(f) In the event that there are technical problems with the I-Net, excluding any devices, hardware or software installed or owned by the Town, the Licensee shall resolve the technical problem. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within two (2) business days of any such request and submit the results to the Issuing Authority promptly. The Licensee shall respond to all trouble calls from the Town relative to the I-Net within two (2) hours.

(g) The Licensee shall provide at Licensee's sole cost, four (4) I-Net Fibers to the Gibbs School, located at 41 Forest Street. Construction, installation and activation shall be completed within 30 days of the effective date of this amendment. The Licensee shall discuss the location of the Gibbs connection with Building Craftsman of the planning department and the Town's Chief Technology Officer.

(h) The Licensee shall, upon written request of the Issuing Authority, provide an I-Net connection, with up to four (4) I-Net fibers, as specified by the Town, to any additional Town or School owned or controlled building beyond those governed by Section 3.2(g) above. The cost of said connection shall be the responsibility of the Town and/or its designee, and shall be limited to the actual cost of construction and installation. The Licensee shall, within a reasonable period of time after a written request from the Issuing Authority, provide a written estimate of the projected cost of such extension(s) of the Institutional Network and shall in good faith discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and/or its representative(s). Construction, installation and activation of each new location's I-Net fibers shall be completed within one (1) year of designation by the Town weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the buildings or institutions designated to receive an I-Net fiber termination point, prior to the installation of such termination point. The Town shall designate such officials in writing to the Licensee.

(i) The I-Net is and shall continue to be interconnected to the Subscriber Network at the Licensee's Hub-site, by two single mode fibers, installed and maintained at the sole cost of the Licensee, between said Hub-site and the Arlington Community Access Studio located at the former Dallin Library at 85 Park Avenue, Arlington in order that PEG Access Programming originating or aggregated (aggregated from the municipal and school buildings identified in **Exhibit 2** at said Access Studio can be sent upstream on an I-Net channel and then switched to the designated downstream Subscriber Network PEG Access channel. There shall be no charge to the Town or its designee(s) for said switching. Signal reprocessing and switching shall be performed by the Licensee at no cost to the Town. In the event that the PEG Access studio is relocated to a new location in the Town of Arlington, the Licensee shall at its sole cost and expense, interconnect the I-Net to the new PEG Access studio location with two (2) fibers in order that PEG Access Programming can continue to be interconnected to the Subscriber Network PEG Access channels as required herein.

(j) The Licensee shall be entitled to receive PEG Access Programming originating from Comcast's (or any successor or transferee of Comcast, hereinafter referred to in this subparagraph as "Comcast") origination sites listed in **Exhibit 2** via Comcast's hub-site located at the Arlington High School. It shall be the responsibility of the Licensee to make the necessary interconnection with the Comcast I-Net equipment and for any demodulation and processing of the PEG source signals. Concurrently, Comcast shall be entitled to receive PEG Access Programming originating from the Origination Locations listed in **Exhibit 2** via the RCN I-Net Fiber and/or the Arlington Studio's RCN fiber link to the Comcast Hub Site located at the Arlington High School for purposes of PEG broadcast to its subscribers.

(k) In the event that the Licensee shall cease to operate its Cable System or Cable Service in the Town without a successor to this Renewal License and its I-Net obligations, the Town shall have the right to continue using the I-Net fibers as expressed in the agreement with the utility company owning said fiber (Exhibit 2)

Section 3.3---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.4---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) Subject to the paragraph (b) below, the area to be served is the entire Town of Arlington. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the City or easements in the City over which the City has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).

(b) Within thirty (30) days of the Effective Date, the Licensee shall provide to the Issuing Authority (i) a list of all residences in areas served underground for which Cable Service is not available from Licensee as of the Effective Date; (ii) a timetable setting out when Cable Service will be available to such residences in accordance with this subparagraph (b); and (iii) an explanation of any problems that the Licensee anticipates in providing Cable Service to such residences. Provided that the Licensee provides said information in a timely manner, the Licensee shall only be required to provide Cable Service to residences in such areas served underground where the Licensee can access the residence network interface at a cost to the Licensee not to exceed One Thousand Dollars (\$1,000.00) per such residence, as measured from the Licensee's nearest Cable System plant, plus the cost of a 150 foot aerial service drop,

(i) In the event that any home in an underground area in the Town can be connected to Licensee's Cable System for an amount not to exceed One Thousand Dollars (\$1,000.00) plus the cost of a 125 foot aerial service drop, and the resident requests such connection, the Licensee shall complete such connection expeditiously, but in no event later than thirty (30) days from the date of the resident's request for service.

(ii) In the event that any home in an underground area in the Town cannot be connected to Licensee's Cable System for an amount not to exceed One Thousand Dollars (\$1,000.00) plus the cost of a 125 foot aerial service drop after a resident requests such connection, the Licensee shall not be required to provide such connection to such home; provided, however, that the Licensee shall still be required to provide such connection to a home in the event that the resident agrees to pay for any connection costs in excess of One Thousand Dollars (\$1000.00) plus the cost of a 150 foot aerial service drop that the Licensee is required to expend under Section 4.1(b) above. The Licensee shall provide the homeowner with a detailed written estimate of such additional costs over One Thousand Dollars (\$1,000.00) plus the cost off a 150 foot aerial service drop for which the homeowner would be responsible. If the homeowner agrees to pay for such additional costs, the Licensee shall complete the connection expeditiously, but in no event later than thirty (30) days from the date of the homeowner's request for service. If a payment by the homeowner is required before the Licensee commences its connection work, said thirty (30) day period shall commence on the date of such payment.

(c) The Licensee shall make its Cable System available to residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein.

(d) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 150' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 150' from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Arlington. Licensee-owned poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town at no cost to the Town, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable advance notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, pursuant to applicable law(s), if any, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other

applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the System maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

(b) The Licensee shall remove all of its system plant on poles when such plant or equipment is no longer utilized or operational immediately upon cessation of such operation. The Licensee shall cooperate fully with those utilities which own the poles utilized by the Licensee in the inspection and good maintenance of wires, cable and fiber, and with the Town when new poles are erected or removed including, without limitation, double poles.

(c) The Town's Inspector of Wires shall have the right to inspect all of the Licensee's system plant on poles and/or underground on an annual basis. The Licensee shall comply with any orders from said Inspector of Wires in a timely manner.

Section 4.12---SYSTEM MAPS

(a) The Licensee shall provide, upon written request, not more than once annually, the Issuing Authority or its designee(s) with Strand Maps of the Licensee's System plant. If changes are made in said System that effect the accuracy of such Strand Maps, the Licensee shall file updated Strand Maps not more than once annually.

(b) Within thirty (30) days of a written request, the Licensee shall allow the Issuing Authority and/or its designee(s) to view "as-built" maps of the System and the I-Net at a location that is mutually-agreeable to the Issuing Authority and the Licensee.

(c) Upon the written request of the Town, said Strand Maps shall also be provided in electronic format if they exist in said electronic format; provided, however, that the Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

(d) The Licensee shall identify all of its System plant over, on and under the Public Ways on said Strand Maps.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Section 4.14---COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

Section 4.15---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall make available a Basic Service to all Arlington Subscribers pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 3**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 3**, attached hereto, shall be at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Arlington Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---CABLE COMPATIBILITY

The Licensee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result

of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS WITHOUT CHARGE(S)

Pursuant to M.G.L. Chapter 166A, §5(e), the Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including those listed in **Exhibit 4**, attached hereto and made a part hereof.

Section 5.7---INTERNET SERVICE TO THE TOWN

(a) The Licensee shall continue to provide, at the Licensee's sole expense and cost, three (3) dedicated/non-shared Internet Access point of presence locations in the Town, one at a municipal location, one at a school location and one at the Arlington Access studio, final locations to be chosen by the Town, for free high-speed Internet Service(s) and free shared Web hosting service, including a web page stored on RCN computers (if said Web hosting and Web page storage are requested in writing by the Town). Said free high-speed Internet Service(s) shall be for the use of the Town and the school, public and non-profit building locations specified by the Issuing Authority. The aforementioned non-shared Internet Access points of presence shall have a combined bandwidth of 500 mbps in both the upstream and downstream directions. The bandwidth allocation of said 500 mbps shall be determined by the Issuing Authority and/or its designee; for example: Internet Service at the Town designated municipal location shall, unless otherwise authorized by the Issuing Authority, have a dedicated bandwidth of no less than two hundred (200) mbps upstream to the Internet and two hundred (200) mbps downstream from the Internet, and shall allow the Town to communicate to the World Wide Web. The Town acknowledges that, at the request of the Town Manager and in anticipation of this amendment being approved, RCN has already provided Town Hall with 10 mbps service. Internet Service at the Town designated School location shall, unless otherwise authorized by the Issuing Authority, have a dedicated bandwidth of no less than two hundred (200) mbps upstream to the Internet and two hundred (200) mbps downstream from the Internet, and shall allow the Schools to communicate to the World Wide Web. Internet Service at the Access Studio location shall, unless otherwise authorized by the Issuing Authority, have a dedicated bandwidth of no less than two hundred (200) mbps upstream to the Internet and two hundred (200) mbps downstream from the Internet, and shall allow the Access Studio to communicate to the World Wide Web. The Licensee shall provide all Internet Protocol and/or other such addressing necessary to allow for a complete link to the World Wide Web.

(b) The Licensee shall also provide the Town with a separate domain with the same five (5) static IP addresses as exist on the Effective Date of this Renewal License.

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(c) In no case shall the value of said Internet service, described herein, be counted against (i) the PEG Access equipment/facilities funding pursuant to Section 6.5 infra; and/or (ii) the PEG Access/Cable-Related Funding pursuant to Section 7.1 infra and/or (ii) any License Fee payment, required by Section 6.4 infra, and/or (iii) any other fees or payments required herein and/or by applicable law.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Issuing Authority and/or its designee(s) shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or its designee(s) three (3) Licensee-owned Subscriber Network Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town, the Issuing Authority and/or its designee(s) and shall be subject to the control and management of the Issuing Authority and/or its designee(s).

(b) While the Licensee retains sole discretion for channel placement in accordance with terms of this Renewal License, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without ninety (90) days advance, written notice to the Issuing Authority and/or its designee(s). In the event that the Licensee does relocate a PEG Access Channel(s), the Licensee shall reimburse the Town or its designee up to Three Thousand Five Hundred Dollars (\$3,500) for reasonable administrative and/or technical costs incurred by the Town and/or Access Corporation as a direct result of all PEG Access Channels relocated during any given channel realignment process. Documentation of such costs shall be submitted by the Town and/or Access Corporation to the Licensee prior to any incurrence of said cost(s).

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice to the Issuing Authority and/or its designee(s).

(d) The Licensee shall continue to provide the three (3) activated Downstream Channels for PEG Access use in standard digital format in the Licensee's Basic Service. The Licensee shall carry all components of the standard definition PEG Access Channel Signal(s) provided by the Issuing Authority and/or its designee(s) including, but not limited to, closed captioning, stereo audio and other elements associated with PEG Access Programming. The Issuing Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in a standard definition format to the demarcation point at the designated point of Origination for the PEG Access Channel(s). The Licensee shall transport and distribute the PEG Access Channel Signal(s) on its Cable System and shall not discriminate against PEG Access Channels with

respect to the functionality, signal quality, and features from those of the local broadcast digital format channels carried on the Cable System. With respect to Signal quality, the Licensee shall not be required to carry a PEG Access Channel in a higher quality format than that of the channel signal delivered to the Licensee; provided, however, that the Licensee shall distribute PEG Access Channel Signal(s) without degradation. Upon reasonable written request by the Issuing Authority, the Licensee shall verify PEG Access Channel Signal delivery to Subscribers with the Issuing Authority and/or its designee(s).

(e) In addition to the three (3) standard definition PEG Access Channels referenced in paragraph (a) above, the Licensee shall simultaneously carry three (3) additional PEG Access Channels in High Definition (HD) format. The Licensee shall carry all components of the HD PEG Access Channel Signals provided by the Town and/or its designee(s) including, but not limited to, closed captioning, stereo audio and other elements associated with PEG Access Programming. The Town and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in HD format to the demarcation point at the designated point of Origination for the PEG Access Channel(s). The Licensee shall transport and distribute all of such PEG Access Programming without degradation. Consistent with this requirement, the Licensee shall provide all necessary equipment outside the demarcation point at the Town and/or its designee's Origination Location, at its Headend and throughout its Trunk and Distribution System in order to deliver the PEG Access Channel(s) in HD format to Subscribers.

(f) The Licensee shall not discriminate against PEG Access Channels with respect to the Signal quality, functionality, and features from those of the local broadcast HD Channels carried on the Cable System. With respect to Signal quality, the Licensee shall not be required to carry a PEG Access Channel in a higher quality format than that of the Signal delivered to the Licensee; provided, however, that the Licensee shall distribute the PEG Access Channel Signal(s) without degradation.

(g) The Licensee shall verify PEG Access Channel Signal delivery to Subscribers with the Issuing Authority, consistent with the requirements of this Section 6.3(g), in a manner and on a timetable as to ensure that the HD Government Access Channel is included in the Licensee's program services offered to Subscribers at the time that analog format Basic Service is no longer available to Subscribers.

(h) Arlington Subscribers shall be able to view the PEG Access Channels on a Video-on-Demand basis.

(i) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and/or PEG Access Users.

(j) The PEG Access content provider shall be responsible for the picture quality of PEG Access Programming at the input of the modulators that are permanently located at the PEG Access studio and at each PEG Access Origination Location listed in **Exhibit 2**, which is the demarcation point between the video origination equipment owned, operated and maintained by the Licensee and the Issuing Authority's and/or its designee(s) end-user equipment.

Section 6.3---CABLE-RELATED EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide funding to the Issuing Authority for cable-related equipment/facilities funding in the amount of two percent (2%) of the Licensee's Gross Annual Revenues as defined in Section 1.1(20) supra, or such lower funding as paid to the Town by the other cable operators in Arlington, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(i) The first 2% equipment/facilities payment under this Renewal License shall be made on or before November 15, 2016 for the previous period from the Effective Date through September 30, 2016.

(ii) Subsequent 2% payments under this Renewal License shall be made on the dates in paragraph (a) above.

(iii) The Licensee shall file with each of said 2% quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 5**. If the Licensee's quarterly payments to the Issuing Authority were less than 2% of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(20) supra.

(iv) In no case shall said 2% payment(s) include the Cable-Related/PEG Access funding required by Section 7.1 infra.

(b) In no case shall the equipment/facilities funding payments herein be counted against (i) any License Fee payment, required by Section 7.1 infra; and/or (ii) any other fees or payments required by applicable laws.

(c) In the event that the equipment/facilities payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Issuing Authority and/or the Access Corporation at the annual rate of two percent (2%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 6.3(c) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to Section 6.3 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.4---PEG ACCESS SERIAL DIGITAL INTERFACE EQUIPMENT

Within twelve (12) months of the Effective Date of this Renewal License, the Licensee shall purchase, install and operate High-Definition serial digital interface equipment for each PEG Access Channel. The Licensee shall own, maintain and repair said equipment for the entire term of this Renewal License.

Section 6.5---EQUIPMENT OWNERSHIP

The Town and/or its designee(s) shall own all PEG Access/Cable-Related equipment purchased with funding pursuant to Section 6.3 above and/or Section 7.2 infra. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Section 6.6---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the same FCC Technical Standards which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Section 6.7---PEG ACCESS CABLECASTING

(a) Consistent with Section 3.2 supra, the Licensee shall obtain and cablecast all PEG Access Programming.

(b) In order that the Issuing Authority and/or its designee(s) can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or its designee(s) from any I-Net Building listed in **Exhibit 2** to the Cable System Headend without charge, to the Issuing Authority and/or its designee(s) for their use.

(c) There shall be no charges to the Issuing Authority and/or its designee(s) for operation of said PEG Access video Origination Locations.

(d) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority and/or its designee(s) for such electronic switching responsibility. Any manual switching shall be the responsibility of the Issuing Authority and/or its designee(s). The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(e) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite Signal processing equipment. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the Town's or its designee(s)'s equipment shall be at the output of the Town's or its designee(s)'s modulator or equivalent device.

Section 6.8---CENSORSHIP

Neither the Licensee nor the Town and/or its designee(s) shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEE PAYMENTS

Section 7.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Cable-Related Funding pursuant to Section 7.2 below; and (ii) any License Fees that may be payable to the Town, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town and/or its designee(s) because of late payments; (ii) the PEG Access/Cable-Related equipment/facilities funding payments pursuant to Section 6.3 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and/or (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) In the event that the License Fees herein required herein are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this §7.1 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 and/or 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.2---CABLE-RELATED FUNDING

(a) The Licensee shall make License Fee payments to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(20) supra, less applicable License Fees.

(b) Said payments shall be made on a quarterly basis. Subject to paragraphs (b)(i), (b)(ii) and (b)(iii) below, said payments shall be made to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

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(i) The first 5% payment under this Renewal License shall be made on or before November 15, 2016 for the previous period from the Effective Date through September 30, 2016.

(ii) Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (b) above.

(iii) The final 5% payment under this Renewal License shall be made on or before November 15, 2026 for the previous period from July 1, 2026 through September 10, 2026.

(c) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, substantially consistent with that which is attached hereto as **Exhibit 6**. If the Licensee's quarterly payments to the Issuing Authority were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(20) supra.

(d) In no case shall said five percent (5%) payment(s) include the equipment/facilities funding required by Section 6.3 supra. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(e) In the event that the PEG Access Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority pursuant to this Section 7.2(e) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fees shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the

fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.4---RECOMPUTATION

(a) Tender or acceptance of any payment made pursuant to Section 6.3, Section 7.1 and/or Section 7.2 supra shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Section 6.3, Section 7.1 and/or Section 7.2 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after said payments are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days from a written request to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required Cable-Related Funding payment to the Issuing Authority, without interest charges of any kind.

Section 7.5---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Arlington.

Section 7.6---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. At least thirty (30) days prior to implementing a change of one of its billing practices, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed practice, in a typeface that can be easily read and understood by Subscribers.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq. as amended, attached as **Exhibit 7**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), in the event that Cable Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

Section 8.5---SENIOR CITIZEN DISCOUNT AND DISABLED PERSONS DISCOUNT

(a) The Licensee shall provide to certain senior citizens and certain disabled persons in Arlington a minimum discount of Five Dollars (\$5.00) off of the Licensee's monthly Basic Service charge, as further provided herein. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head of the household and must meet income requirements as demonstrated by receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Service benefits or (v) participation in the Senior Pharmacy Program. Disabled persons living in housing subsidized by any federal or State program(s) shall also qualify for the Five Dollar (\$5.00) discount off of the Licensee's Basic Service

(b) Such Subscribers shall have sixty (60) days from the date service is ordered to provide the Licensee with proof of eligibility in order to receive discounted Basic Service. On an annual basis, commencing on the anniversary date of the Effective Date of this Renewal License and continuing for the next sixty (60) days, existing Subscribers, who have reached eligibility and provide the Licensee with proof of such eligibility, shall have their monthly bill adjusted to reflect the discounted Basic Service.

(c) The Licensee shall take steps to affirmatively market the above-described senior citizen and disabled persons discount program in the Licensee's promotional materials.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

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It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 10.6---JURISDICTION AND VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
- (ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (iii) Commence an action at law for monetary damages;

- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the Town.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(c) above.

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(2) For failure to operate and maintain the Institutional Network in accordance with Section 3.2 herein, One Hundred Dollars (\$100.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the FCC technical standards, pursuant to Section 3.1 herein, Two Hundred Dollars (\$200.00) per day, for each day such non-compliance continues.

(4) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the PEG Access provisions in accordance with the timelines in Article 6 herein, One Hundred Fifty Dollars (\$150.00) per day, for each day that any such non-compliance continues.

(6) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 8** attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

(7) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit 4**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(8) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Issuing Authority shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5---NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

For the term of this Renewal Licensee, the Licensee shall continue to maintain, operate and staff, with a minimum of one (1) full time equivalent staff person, a full-time customer service office within the Town of Arlington or in a municipality contiguous to Arlington, open for walk-in business Monday through Friday, during Normal Business Hours, for the purpose of, among other things, receiving monthly bill collections, installation and change of service and service call requests, exchanging/replacing customer equipment, receiving all customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions; and answering general inquiries.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 8**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Arlington Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3---CUSTOMER SERVICE CALL CENTER

The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Arlington residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) Within fifteen (15) days of a Subscriber discontinuing service with the Licensee, the Licensee shall remove all Drop Cables related to such Subscribers in their entirety.

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 8**.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 7** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;

- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Arlington with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.
- (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12---MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

(1) In accordance with 47 U.S.C. Section 551, as may be amended, except as provided in Paragraph (2) below or in accordance with and subject to applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a Person other than the Subscriber or the Licensee.

(2) The Licensee may disclose such information if the disclosure is--

(A) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber;

(B) subject to subsection (h) of 47 USC 551, made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the Person to whom the order is directed; or

(C) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if:

(i) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and

(ii) the disclosure does not reveal, directly or indirectly, the:

(I) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or

(II) the nature of any transaction made by the Subscriber over the Cable System.

(D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

**Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND
SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

In accordance with 47 U.S.C. Section 551, as may be amended, a Subscriber shall be provided access to all personally identifiable information regarding that Subscriber which is collected and maintained by the Licensee. Such information shall be made available to the Subscriber at reasonable times and at a convenient place designated by the Licensee. A Subscriber shall be provided reasonable opportunity to correct any error in such information. The Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information as specified herein or pursuant to a court order.

Section 12.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 9** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7---ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.8---QUALITY OF SERVICE

Where evidence exists which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such written notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.9---DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable written request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7---FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; applicable environmental restrictions and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) or by overnight courier service to the Board of Selectmen Town of Arlington, Town Hall, 730 Massachusetts Avenue, Arlington, Massachusetts 02474, with one (1) copy to the Town Counsel, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) or by overnight courier service to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

with one (1) copy to:

RCN Telecom Services of Massachusetts, LLC
Vice President, Government Affairs
956 Massachusetts Avenue
Arlington, MA 02476

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Arlington newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to 47 U.S.C. Section 555(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of this Renewal License.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

TITLE 47—TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month

interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

- (i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;
- (ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and
- (iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of O IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage	
	limit (micro-volt/ meter)	Distance in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its

local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

INSTITUTIONAL NETWORK BUILDINGS

- (1) Robbins Town Hall
- (2) Community Safety Building
- (3) Highland Fire Station
- (4) Park Avenue Fire Station
- (5) Central Fire Station
- (6) Town Yard
- (7) Robbins Library (Main)
- (8) Edith Fox Branch Library
- (9) Arlington High School
- (10) Gibbs School
- (11) Ottoson Middle School
- (12) Norcross Stratton School
- (13) Brackett School
- (14) Dallin School
- (15) Pierce School
- (16) Hardy School
- (17) Crosby School
- (18) Parmenter School
- (19) Thompson School
- (20) John A. Bishop School
- (21) Jarvis House
- (22) Public Works: Building A
- (23) Public Works: Building B
- (24) Central School Senior Center
- (25) Robbins House
- (26) Water Department/Turkey Hill
- (27) Cemetery Chapel
- (28) Dallin Library/ACMI Studio
- (29) Ed Burns Arena (Skating Rink)
- (30) Robbins House

EXHIBIT 3

PROGRAMMING AND SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(To Be Attached)

EXHIBIT 4

**DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS**

In accordance with Section 5.6 supra, the following public buildings and school buildings shall continue to receive a Drop and/or Outlet and the monthly Basic Service at no charge **:

Arlington High School

Ottoson Junior High School

Bishop School

Brackett School

Dallin School

Hardy School

Stratton School

Pierce School

Thompson School

Arlington Center Fire Station

Community Safety Building

Highland Fire Station

Park Circle Fire Station

Robbins House

Town Hall

Town Yard

Water Department

Robbins Library Fox

Branch Library

Jarvis House

Jefferson Cutter House

Arlington Senior Center

Access Studio at Old Dallin Library

** or such other address, without charge, as designated by the Issuing Authority

EXHIBIT 5

**EQUIPMENT/FACILITIES FUNDING
GROSS ANNUAL REVENUES REPORTING FORM
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC**

TOWN OF ARLINGTON

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
---------------------	------------------

Equipment Funding Fee (2%)	\$ [enter % of total]
Fee-on-Fee (2%)	<u>\$ [enter % of %]</u>

Equipment Funding Fee Due	<u>\$ [enter total due]</u>
---------------------------	-----------------------------

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized RCN Representative:

Name:

Date:

EXHIBIT 6

**CABLE-RELATED FUNDING
GROSS ANNUAL REVENUES REPORTING FORM
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC**

TOWN OF ARLINGTON

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
---------------------	------------------

License Fee (5%)	\$ [enter % of total]
Fee-on-Fee (5%)	<u>\$ [enter % of %]</u>

License Fee Due	<u>\$ [enter total due]</u>
-----------------	-----------------------------

1 – Pay Service includes all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized RCN Representative:

Name:

Date:

EXHIBIT 7

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber

has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of

account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any

billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 8

FCC CUSTOMER SERVICE OBLIGATIONS

**TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a

customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 9

CABLE DIVISION FORM 500

(See Attached)

-Town of Arlington Cable Television Renewal License-
September 11, 2016-September 10, 2026

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days

Manner of Resolution:

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appointment/Service call	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Defective Notice	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Installation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reception	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Interruption	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unable to Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Failure to Respond to Original Complaint	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Arlington, Massachusetts, as Issuing Authority, this 12th day of September, 2016 and all terms and conditions are hereby agreed to by RCN Telecom Services of Massachusetts, LLC.

**The Arlington Board of Selectmen,
as Issuing Authority**

Diane M. Mahon
Chair

Daniel J. Dunn
Vice-Chair

Steven M. Byrne

Joseph A. Curro, Jr.

Kevin F. Greeley

RCN Telecom Services of Massachusetts, LLC

Jeffrey Carlson
Senior Vice-President and General Manager



Town of Arlington, Massachusetts

Arlington Heights Banners

Summary:

Adam W. Chapdelaine, Town Manager
Representatives of Support Arlington Heights

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Banner_Design.pdf	Banner Design

[illegible]



Town of Arlington, Massachusetts

Minutes of Meetings: July 18, 2016 (tabled from 8/22/16 meeting); August 22, 2016

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	7.18.16_draft_minutes.docx	Draft Minutes 7.18.16
▣ Reference Material	8.22.16_draft_minutes.docx	Draft Minutes 8.22.16

TOWN OF ARLINGTON
BOARD OF SELECTMEN

Meeting Minutes
Monday, July 18, 2016
7:15 PM

Present: Mr. Dunn, Vice Chair, Mr. Byrne, and Mr. Curro.
Also Present: Mr. Chapdelaine, Mr. Heim, and Mrs. Krepelka.
Absent: Mrs. Mahon, Chair, and Mr. Greeley.

PROCLAMATIONS

1. Proclamation/Presentation: Arlington Soap Box Derby
Cary Conrad

Mr. Dunn read Proclamation and the Board congratulated the Arlington, MA Soap Box Derby Participants as they defend their World Champion Title.

CONSENT AGENDA

2. Minutes of Meetings: June 20, 2016
3. Reappointment: Community Preservation Committee
Clarissa Rowe
(term to expire 6/30/2018)
4. Reappointment: Poet Laureate
Miriam Levine
(term to expire 7/18/2017)
5. Request: Special (One Day) Beer & Wine License, 8/7/16 @ Whittemore Robbins House
for "Summer Soiree at Whittemore Robbins House"
Paul McGaffigan, Cyrus E. Dallin Art Museum, Inc.
6. For Approval: Arlington International Film Festival Banners
April Ranck, Executive Director, AIFF

Mr. Byrne moved approval.

SO VOTED (3-0)

APPOINTMENTS

7. Open Space Committee
Brian Kelder (term to expire 6/30/2019)

Mr. Byrne moved approval.

SO VOTED (3-0)

8. Arlington Preservation Fund (ARB designee)
Jennifer Raitt, Director of Planning and Community Development
(term to expire 7/31/2019)
Mr. Curro moved approval. SO VOTED (3-0)
9. Appointments: Zoning Recodification Working Group and Residential Study Committee
Adam W. Chapdelaine, Town Manager
Mr. Byrne moved approval of the At-large, Zoning Recodification Working Group appointment
of Nancy Flynn-Barvik. SO VOTED (3-0)
- Mr. Curro moved approval of the following Residential Study Group as follows:
Real Estate Industry – Bill Copithorne
Development/Construction Industry – Jonathan Nyberg
- At-large Members: Wynelle Evans
Pasi Miettinen
Elizabeth Pyle
Steve McKenna
SO VOTED (3-0)

LICENSES & PERMITS

10. Request: Common Victualler License
Nina Trattoria & Pizzeria, 1510 Massachusetts Avenue
Angelo Carhini
Mr. Byrne moved approval subject to all conditions as set forth. SO VOTED (3-0)
11. Request: Food Vendor License
The Local Fare, 2 Lake Street
Caroline Huffstetler/ Michelle Wax/ Rita Ng
Mr. Curro moved approval subject to all conditions as set forth. SO VOTED (3-0)
12. Request: Sidewalk Cafe Permit
Commune Kitchen, 203A Broadway
Richard Niedzwiecki
Mr. Byrne moved approval subject to all conditions as set forth. SO VOTED (3-0)
13. Approval: Sidewalk Cafe Policy Update
Douglas W. Heim, Town Counsel
Mr. Curro moved to table until the August 22nd meeting. SO VOTED (3-0)
14. Approval: Caterers' License
Douglas W. Heim, Town Counsel
Mr. Curro moved approval. SO VOTED (3-0)

CITIZENS OPEN FORUM

Robert Ziemer, 113 Irving Street, appeared before the Selectmen regarding the ongoing excavation work at 108 Irving Street. He thanked the Board of Health for all their work in monitoring the situation. Mr. Chapdelaine stated the Board of Health will be enforcing the Noise Bylaw.

TRAFFIC RULES & ORDERS / OTHER BUSINESS

15. For Approval: Red Maple Tree Removal @ 58 Richfield Road
Cynthia Johnston, 58 Richfield Road

Ms. Johnston did not appear before the Board due to prior commitment.

Mr. Dunn asked that Mrs. Krepelka ask Ms. Johnston for a picture of the tree to be removed and submit said request for the Board's meeting on Monday, August 22nd.

Mr. Byrne moved approval.

SO VOTED (3-0)

16. Request: One Space On Street Overnight Parking @ 35 Addison Street
Dorothy Louise

Ms. Louise did not appear before the Board due to a prior commitment.

Mr. Byrne moved to table.

SO VOTED (3-0)

17. Presentation and Approval: Handicap Parking Space Project
Darcy Devney and Cynthia DeAngelis, Commission on Disabilities

Ms. Devney and Ms. DeAngelis presented their power point presentation showing many months of outreach to the businesses and residents.

The Board thanked them for their excellent presentation and all their time and effort put into this presentation.

The Town Manager stated he would like more feedback from the public before the Board approves a plan to double the Town's handicap parking spaces.

Mr. Dunn stated that over-communication is far more successful than doing essentially the minimum. He would like to make a more successful project and feels more communication is warranted.

Town Manager Chapdelaine stated he feels they did an amazing outreach but would like the Board to allow him to do an e-mail blast and get it out to the media for businesses and residents to look at the map that's been presented. He feels a two week period would be sufficient and he would report back to the Selectmen at their August meeting.

Mr. Byrne moved receipt of report.

SO VOTED 3-0)

18. Request: Bus Stop Relocation @ 134 Massachusetts Avenue
Peter Boretos, The Arlington Diner and Restaurant

Nickolas Boretos, son of the owner of the Arlington Diner and Restaurant appeared before the Board requesting that the Town consider relocating the bus stop that is now in front of the diner. He stated that the bus stop in its present location has a negative impact on their business. He stated the spaces across the street are limited to only 15 or 30 minutes which is another factor limiting his patron's options for parking.

Mr. Chapdelaine stated the decision was made to move the bus stop after many discussions with the planners of the Mass Avenue Corridor Project.

Mr. Curro and Mr. Byrne asked that this request be referred to Officer Corey Rateau and the Planning Dept. for review and recommendations.

Mr. Byrne moved approval. SO VOTED (3-0)

19. Arlington Housing Production
Department of Planning and Community Development

Mr. Byrne moved to adopt the Arlington Housing Production Plan. SO VOTED (3-0)

He stated that this is an important document moving forward as to what we will look like in the future.

20. Vote: Approval of Community Choice Aggregation Plan
Adam W. Chapdelaine, Town Manager

Mr. Curro moved to approve the Community Choice Aggregation Plan as presented by Town Manager Chapdelaine. SO VOTED (3-0)

21. Discussion: Homeless Study Commission
Douglas W. Heim, Town Counsel

Town Counsel Heim presented a proposal for the new group designed to study homelessness in Arlington. The original proposal would have banned camping on public land in Arlington.

Town Counsel Heim recommended the Board vote to create a Task Force.

Mr. Steven Revilak, 111 Sunnyside Avenue, voiced concerns regarding the previous bylaw at the February 10th meeting of the Board. Tonight he stated he really appreciated the Board deciding to form the task force to study this issue. He realizes it is a sensitive issue, but is glad the Town is making an effort to do the right thing.

Mr. Byrne moved approval to form said task force. SO VOTED (3-0)

Mr. Dunn and Mr. Curro thanked Town Counsel Heim for his work and applauded the process.

After all members are appointed, the group is expected to study the issues and make recommendations to the Town Manager to bring a proposal to Town Meeting in 2017. Said group to be dissolved on the completion of the Annual Town Meeting 2017. The task force group will be Chaired by Jennifer Raitt, Planning Director or her designee and the Chair will work with Town Manager Chapdelaine.

CORRESPONDENCE RECEIVED

Parking on Acton Street
Christine Hagg, 15 Acton Street

Mr. Curro asked that Ms. Hagg's letter be referred to the Police Department for review and recommendations. SO VOTED (3-0)

Request Memorial Naming of the ATED Visitor Center for Roland Chaput
Angela M. Olszewski, Chair, Arlington Committee on Tourism and Economic Development
Mr. Curro moved that Ms. Olszewski's letter be referred to the Public Memorial Committee.

SO VOTED (3-0)

Municipal Elections to the Boston Region Metropolitan Planning Organization

Paul Regan, Executive Director, MBTA Advisory Board

Marc Draisen, Executive Director, Metropolitan Area Planning Council

Mr. Curro moved that this request be referred to Town Manager Chapdelaine for review and recommendations.

SO VOTED (3-0)

Request for Action on Three Traffic Issues

Paul Schlichtman via e-mail

Mr. Curro moved that Mr. Schlichtman's letter be referred to Town Manager Chapdelaine for review and recommendations.

SO VOTED (3-0)

NEW BUSINESS

Town Counsel Heim thanked Attorney Edward Marlenga and Para Legal Peter Buckley for all their work the past month with litigation cases and the new laws regarding Public Record requests.

Town Manager Chapdelaine thanked the Board for attending the Manager's Goal Setting and Selectmen's Goal Setting Meeting this past Saturday. He feels it was a very productive session and always looks forward to said meeting.

Town Manager Chapdelaine reported the passing of Donald Boudreau, a longtime employee of the Arlington Council on Aging. A Funeral Mass will be held on Thursday at 9:00 a.m. at St. Agnes Church. Donald was a beloved van driver for many years.

Mr. Byrne stated he also enjoyed Saturday's Goal Setting Meeting and thought it was very productive.

Mr. Byrne thanked the Police Dept. for their response to the Mystic Street home that was sprayed with a pair of swastikas symbols on the garage doors. The Police Dept. and the Human Rights Commission are investigating this incident.

Mr. Curro acknowledged law enforcement throughout the country have been targeted with hate crimes, etc. and our department has stepped up to the plate in face of these terrible acts and he feels this is a credit to them. He thanked the residents for all their expressions of support and gratitude.

Mr. Curro stated he attended the Police Dept. training facility on July 13 with Chief Ryan and Sheriff Koutoujian. The Middlesex Sheriff's Office Mobile Training Center trailer was parked in front of the Police Dept. for the day. The facility helps officers train when to shoot and more importantly when not to shoot. Officer Hogan participated in the training session to de-escalate the situation.

Mr. Byrne moved to adjourn at 9:15 p.m.

SO VOTED (3-0)

A true record: Attest

Marie A. Krepelka
Board Administrator

Next Meeting of the BOS August 22, 2016

7/18/16

Agenda Item	Documents Used
1	Proclamation/Presentation - Arlington Soap Box Derby
2	Minutes of Meeting - June 20, 2016
3	Reappointment: Community Preservation Committee - Clarissa Rowe - 6-30 -2018
4	Reappointment - Poet Laureate - Miriam Levine - 7-18-2017
5	Request: Special One Day Beer & Wine License- Summer Soiree at Whittemore Robbins House - Cyrus E. Dallin Art Museum, Inc.
6	Approval - Arlington International Film Festival Banner
7	Appointment: Open Space Committee - Brian Kelder - 6-30-2019
8	Appointment: Arlington Preservation Fund (ARB designee) Jennifer Raitt, Director Of Planning and Community Development - 7-31-2019
9	Appointment: Zoning Recondification Working Group and Residential Study Committee: At-Large Zoning Recodification Working Group appointment Nancy Flynn-Barvik Real Estate Industry - William Copithorne, Development Construction Industry - Jonathan Nyberg, At-large Members: Wynelle Evans, Pasi Miettinen, Elizabeth Pyle and Steven McKenna
10	Request: Common Victualler License - Nina Trattoria & Pizzeria, 1510 Mass. Avenue
11	Request: Food Vendor License - The Local Fare, 2 Lake Street
12	Request: Sidewalk Cafe Permit - Commune Kitchen, 203A Broadway
13	Approval: Sidewalk Care Policy Update
14	Approval: Ceterers" License, Douglas W. Heim, Town Counsel
15	For Approval: Red Maple Tree Removal - 58 Richfield Road
16	Request: One Space On Street Overnight Parking at 35 Addison Street
17	Presentation and Approval: Handicap Parking Space Project
18	Request: Bus Stop Relocation at 134 Massachusetts Avenue
19	Arlington Housing Production - Dept. of Planning and Community Development
20	Vote: Approval of Community Choice Aggregation Plan, Adam Chapdelaine, Town Mgr.
21	Discussion Homeless Study Commission, Douglas Heim, Town counsel
Corr. Rec'vd	Parking on Acton Street Christine Hagg, 15 Acton Street Request Memorial Naming of the ATED Visitor Center for Roland Chaput Angela M. Olszewski, Chair, Arlington Committee on Tourism and Economic Development

	<p>Municipal Elections to the Boston Region Metropolitan Planning Organization Paul Regan, Executive Director, MBTA Advisory Board Marc Draisen, Executive Director, Metropolitan Area Planning Council</p> <p>Request for Action on Three Traffic Issues Paul Schlichtman via e-mail</p>
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TOWN OF ARLINGTON
BOARD OF SELECTMEN

Meeting Minutes
Monday, August 22, 2016
7:15 PM

Present: Mrs. Mahon, Chair, Mr. Dunn, Vice Chair, Mr. Greeley, and Mr. Curro.
Also Present: Mr. Chapdelaine, and Mrs. Krepelka.
Absent: Mr. Byrne and Mr. Heim

1. 2016 FY Overview
Richard Viscay, Comptroller

Mr. Viscay gave a brief overview of FY2016 from the Comptroller's Office and a summary of some of the goals and objectives of his office. The Comptroller's Office will be working on a set of formal policies and procedures to help clarify and simplify the day to day operations of the office. Some of the current initiatives that have been done or are currently under review are as follows:

1. Quarterly Reconciliations of Grant, Gift, and other Special Revenue Accounts
2. Travel and Reimbursement Policies and Procedures
3. Purchasing Card Policies and Procedures
4. Workflow Administration of Requisitions and Purchase Orders

It is a goal of the Comptroller's Office in FY2017 to begin to formalize and distribute policies and procedures for the above listed items, as well as regular standard operating procedures of the office. The hope is that these clearly written policies and procedures will help the Town and its employees to better understand how the Comptroller's Office operates, as well as to educate as to why it operates as such.

The Board thanked Mr. Viscay for his FY2016 Overview

Mr. Greeley moved receipt of report.

SO VOTED (4-0)

2. Vote: Recommended Pilot Program - Mary Street/Kelwyn Manor Traffic Concerns
Adam W. Chapdelaine, Town Manager
Jack Hurd, former member of the Board of Selectmen, spoke regarding the pilot signage program to address traffic concerns on Mary Street and Kelwyn Manor.
The Board of Selectmen unanimously approved a pilot project to place "Do Not Enter" signs at the intersections of Lake Street and Wilson Avenue, Lake Street and Littlejohn Street, and Lake Street and Homestead Road. Drivers would be barred from turning from Lake Street onto those roads between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 7:00 p.m.
The signs will be installed the week of September 12th and remain for six months, at which point their effectiveness will be reviewed for possible long-term implementation. The Arlington Police Department will send officers to conduct enforcement and will conduct traffic counts during pilot period.

In addition, the Arlington Police Department Officers responsible for traffic enforcement will be contacting the company responsible for the Waze app, a traffic and navigation app, to see what other solutions are possible. Town officials and residents of Kelwyn Manor and Mary Street partly blame the app for directing drivers down side streets.

Mr. Greeley stated that this is an example of the Town at its best in his opinion. He also stated that this has got to be, in his 27 years as a member of the Board, the 10th time discussing changes on Lake Street.

Andy Jacob, 2 Elliot Road and Sarah Harris, 83 Mary Street praised the proposal saying they counted between 250 and 350 cars per day roaring through their neighborhood. Andy Jacobs stated he thinks it's an excellent idea and a good start to alleviate traffic issues.

Mr. Dunn moved approval.

SO VOTED (4-0)

CONSENT AGENDA

3. Minutes of Meetings: July 18, 2016

Mr. Greeley moved to table until 9/12/16 until Mr. Byrne is present.

SO VOTED (4-0)

4. Request: Parking Restriction Waivers on Tufts and Foster Streets, 2016 - 2017 School Year

Deanne Benson, Head of Lesley School

5. For Approval: 'Running with Friends 5K' Signs and Timing of Sign Posting
Ken Greenly, President, Arlington Friends of the Council on Aging

6. Request: Special (One Day) Beer & Wine License, 9/10/16 @ Robbins Memorial Town Hall Auditorium for a Private Wedding
Jennifer Freedson, Chive Events

7. Request: Special (One Day) Beer & Wine License, 9/17/16, for 3rd Annual Moonlight Beach Party @ Arlington Reservoir Beach
Jim Feeney, Interim Director of Recreation

8. Request: Special (One Day) Beer & Wine License, 9/30/16 @ Smith Museum for Arlington Historical Society Wine Reception
George Parsons, Arlington Historical Society

9. Request: Contractor/Drainlayer License
Dowling Corporation, 713 Dedham Street, Wrentham, MA

10. Appointments of New Election Workers: (1) Jo-Martha Glushko, 619 Summer Street, D, Pct. 19

Mr. Dunn moved approval.

SO VOTED (4-0)

LICENSES & PERMITS

11. Request: Common Victualler and All Alcohol Licenses
W & C Restaurant Corp., d/b/a Duet, 190-192 Massachusetts Avenue
Cyrille A. Couet and Wayne A. Duprey

According to Attorney John Leone, Chef Cyrille Couet and Manager Wayne Duprey are planning to serve French-influenced, European style food. Mr. Couet, an Arlington resident, is the current executive chef at Boston University's Questrom School of Business and has been a senior chef at several hotels and restaurants in New England including Boston's Miel Restaurant and Intercontinental Hotel and Block Island's Manisses Hotel. Mr. Duprey is the current Assistant Director of Food and Beverage at the Four Seasons Resort at Kailua, Hawaii. Prior to that he had managed restaurants and bars at hotels in Beijing, London and Boston.

Mr. Greeley stated he is very excited about their opening and wished them well.

Mr. Dunn and Mrs. Mahon both advised them regarding our strict Alcohol Service Policy.

Mr. Curro moved approval.

SO VOTED (4-0)

CITIZENS OPEN FORUM - SIGN IN PRIOR TO BEGINNING OF OPEN FORUM

Except in unusual circumstances, any matter presented for consideration of the Board shall neither be acted upon, nor a decision made the night of the presentation in accordance with the policy under which the Open Forum was established. It should be noted that there is a three minute time limit to present a concern or request.

No one appeared before the Board for Citizens Open Forum.

TRAFFIC RULES & ORDERS / OTHER BUSINESS

12. For Approval: Red Maple Tree Removal @ 58 Richfield Road
Cynthia Johnston, 58 Richfield Road
(tabled from 7/18/16 meeting)

Mr. Rademacher, Director of Public Works, supported Ms. Johnson's request and stated that she would pay all expenses regarding the removal of said tree and would pay to have a new tree planted.

Mr. Dunn moved approval.

SO VOTED (4-0)

13. For Approval: Transportation Advisory Committee Recommendations:
a) Crosswalk on Warren Street @ Wyman Street and Beacon Street
Scott Smith, TAC Working Group Lead

Mr. Smith stated that at the TAC Meeting in July 2016, TAC voted unanimously to recommend that a crosswalk be added at Warren/Wyman/Beacon, on the northwest side of the intersection. It was also recommended that a "No Parking Here to Corner Sign" be installed facing Warren

Street Eastbound, 20 feet from the crosswalk, on the approach to Wyman Street. As part of installing the crosswalk, the DPW would install ADA compliant wheelchair ramps at the four corners.

Mr. Greeley moved approval.

SO VOTED (4-0)

(b) "No Parking from 7:AM - 9:00 AM" Sign @ 14 -16 Mill Street

Howard Muise, TAC Chair

Marjorie Moores, TAC

Mr. Muise stated that a resident had requested, through the Board of Selectmen, an investigation of on-street parking on Mill Street that may impede traffic flow during the morning peak hours. There are two (2) designated on-street parking spaces on the west side of Mill Street from the High Rock Church building. The spaces are signed for "One Hour Parking 9 AM – 7 PM". These parking spaces are immediately to the south of Mill Brook Drive. The inside lane is designated for a left turn only; the outside lane is a shared thru-right lane. The two southbound approach lanes on Mill Street extend back approximately to Mill Brook Drive. When vehicles are parked in the Mill Street spaces in front of the High Rock Church Building, one travel lane is blocked. As a result, vehicles queue into one southbound travel lane that extends back upstream towards Summer Street in the weekday morning commuter period.

TAC is recommending that parking should be prohibited between 7:00 AM and 9:00 AM weekdays for the two on-street spaces on southbound Mill Street in front of the High Rock Church building. This recommendation would not change the existing "One Hour Parking 9 AM – 7 PM" regulation.

Mr. Greeley moved approval.

SO VOTED (4-0)

14. For Approval: Abandonment of Easement at 54 Pleasant View Road and Spring Street

Douglas W. Heim, Town Counsel

Mr. Greeley moved approval.

SO VOTED (4-0)

15. Discussion: Future BoS Meetings

September 12, 2016

September 26, 2016

November 14, 2016

November 28, 2016

October 17, 2016

October 31, 2016

December 12, 2016

December 19, 2016* 6:00 p.m.

16. Vote: Special Town Meeting, October 12, 2016

Adam W. Chapdelaine, Town Manager

The Board voted to have the Special Town Meeting on October 19, 2016 due to a conflict with the Jewish Holiday Yom Kippur which is celebrated this year on October 12th.

Mr. Greeley moved approval.

SO VOTED (4-0)

17. For Approval: Opening of Special Town Meeting Warrant

The Selectmen voted to open the Warrant for a Special Town Meeting on Wednesday, September 7, 2016 at 8:00 a.m. and will remain open until 4:00 p.m.

Mr. Greeley moved approval seconded by Mr. Dunn.

SO VOTED (4-0)

CORRESPONDENCE RECEIVED

Arlington Historical Society Receives Preservation Grant

Stuart Brorson, President, Arlington Historical Society

Solution to Lake Street Traffic Problem at Bike Path

Richie Homs, 17 Marion Road

Request Traffic Pattern Change on Bow Street at Sunset Road

Eric Bourassa, 61 Sunset Road

Mr. Greeley moved approval of "Correspondence Received".

SO VOTED (4-0)

NEW BUSINESS

Mr. Chapdelaine stated he has appointed James Feeney, Interim Parks and Recreation Director, as the new Assistant Town Manager starting September 12th. Jim has previously served as Arlington's Health Compliance Officer. Mr. Chapdelaine stated one role Mr. Feeney will be doing is working with citizens to respond to day-to-day concerns and issues.

Mr. Chapdelaine announced that he had appointed Jonathan Marshall, former Natick Parks and Recreation Commissioner, as the Town of Arlington's new Parks and Recreation Commissioner. Mr. Chapdelaine feels he will be an asset to our community.

Mr. Chapdelaine stated that the House and Senate have each passed versions of the wide-ranging Municipal Modernization Bill that was filed by Governor Baker and Lt. Governor Polito last year. The Senate approved a compromise amendment granting municipalities the authority to assign fees to utility companies that leave double poles in place for more than 30 days and rejected several amendments that would have limited local control of liquor licenses. Warrant Articles could involve parking revenue collection and speed limit alterations.

Mr. Chapdelaine asked to have the letter from Superintendent Bodie regarding Purcell Road put on the Board of Selectmen's Agenda for the September 12th meeting.

Mr. Greeley stated he was sending out his warmest and best get well wishes to Senator Kenneth Donnelly.

Mr. Curro commended Jeff Chunglo, Director of Veterans' Services, and the Arlington Police and Fire Honor Guard for a wonderful tribute to the family of the late Cpl. Ronald M. Sparks, a 20 year old Cambridge resident who died in a POW Camp in North Korea in February, 1951.

Mr. Dunn stated that all Arlington residents should vote or vote absentee ballot regarding the September 20th ballot question about the Minutemen High School Building Project. Residents may go to www.minuteman.org for more information.

Mrs. Mahon thanked Dave Good and ACMI for installing the flat screen monitor and controls in the Selectmen's Office.

Mrs. Mahon asked the Town Manager if he could speak to the Police Dept. regarding the gentleman that is standing in the middle of Mill Street at the Bike Path and Water Street (at Bike Path) directing traffic during morning rush hours (between 7:15 a.m. and 8:00 a.m.). She is concerned for his safety.

Mrs. Mahon stated that the 25th Annual Putnam County Spelling Bee will be held at the Arlington Friends of Drama on Saturdays – Sept. 10th through Sept. 24th - at 4:00 p.m. and on Sundays - Sept. 11 through Sept. 25th. Tickets are \$25.00. Mrs. Mahon is asking for some of her colleagues to join her.

Mr. Curro moved to adjourn at 9:00 p.m.

SO VOTED (4-0)

A true record: Attest

Marie A. Krepelka
Board Administrator

Next Meeting of the BOS September 12, 2016

8/22/16

Agenda Item	Documents Used
1	2016FY Overview - Richard Viscay, Comptroller
2	Vote: Recommended Pilot Program-Mary Street/Kelwyn Manor Traffic Concerns Adam W. Chapdelaine, Town Manager
3	Minutes of Meetings: July 18, 2016
4	Request: Parking Restriction Waivers on Tufts and Foster Streets, 2016 -2017 School Year - Deanne Benson, Head of Lesley School
5	For Approval: "Running with Friends 5K" Signs and Timing of Sign Posting
6	Request: Special (One Day) Beer & Wine License, 9/10/16 @ Robbins Memorial Town Hall Auditorium for a Private Wedding - Jennifer Freedson, Chive Events
7	Request: Special (One Day) Beer & Wine License 9/17/16, for 3rd Annual Moonlight Beach Party @ Arlington Reservoir Beach, Jim Feeney, Interim Director of Parks & Recreation
8	Request: Special (One Day) Beer & Wine License, 9/30/16 @ Smith Museum for Arlington Historical Society Wine Reception, George Parson, Arl. Historical Society
9	Request: Contractor/Drainlayer License, Dowling Corp. 713 Dedham St., Wrentham, MA
10	Appointments of New Elections Works: (1) Jo-Martha Glushko, 619 Summer St., D.

	Prc.19
11	Request: Common Victualler and All Alcohol Licenses W & C Restaurant Corp., d/b/a Duet, 190-192 Mass. Ave., Cyrille A. Couet and Wayne A. Duprey
12	For Approval: Red Maple Tree Removal @ 58 Richfield Road, Cynthia Johnson, 58 Richfield Road, (tabled from 7/18/16 meeting)
13	For Approval: Transportation Advisory Committee Recommendations: a) Crosswalk on Warren Street @ Wyman Street and Beacon Street b) "No Parking from 7: 00 a.m. - 9:00" Sign @ 14-16 Mill Street
14	For Approval: Abandonment of Easement at 54 Pleasant View Road and Spring Street
15	Discussion: Future Board of Selectmen Meetings
16	Vote: Special Town Meeting October 12, 2016
17	For Approval: Opening of Special Town Meeting Warrant
Corr. Rec'vd	Arlington Historical Society Receives Preservation Grant Stuart Brorson, President, Arlington Historical Society Solution to Lake Street Traffic Problem at Bike Path, Richie Homs, 17 Marion Road Request Traffic Pattern Change on Bow Street at Sunset Road Eric Bourassa, 61 Sunset Road



Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 9/22/16 @ Robbins Memorial Town Hall for Art Exhibit Reception

Summary:

Martine Gougault, Vision 2020 Reservoir Art Committee

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Vision_2020_Special_app.pdf	Vision 2020 Special Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant:

Vision 2020 Reservoir Art Committee/
Martine Gougault

Address, phone & e-mail contact information:

129 Newland Rd., Arlington, Ma 02474 781-267-1753
_martine@beausoleilgardens.com

Name & address of Organization for which license is sought:

___ same as above

Does this Organization hold nonprofit status under the IRS Code? ___ Yes __X__ No

Name of Responsible Manager of Organization (if different from above):

Address, phone & e-mail contact information:

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? ___ No ___ If so, please give date(s) of Special Licenses and/or applications and title of event(s).

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

No

24-Hour contact number for Responsible Manager on Event date:

781-267-1753

Title of Event:

Reception for Art Exhibit

Date/time of Event:

Thursday, September 22, 2016 5:30 - 7:30 pm

Location of Event: Arlington Town Hall

Location/Event Coordinator: Patsy Kraemer/Vicki Rose

Method(s) of invitation/publicity for Event:

email, posters, postcards

Number of people expected to attend: 50-75

Expected admission/ticket prices: None

Expected prices for food and beverages (alcoholic and non-alcoholic):

\$3 for glass wine or beer

Will persons under age 21 be on premises? yes possibly

If "yes," please detail plan to prevent access of minors to alcoholic beverages.

Bartenders will check for ID's

Have you consulted with the Department of Police Services about your security plan for the Event?

YES

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

Det. Corey P. Roteau
Det. Corey P. Roteau
Printed name/title

Date 9/6/16

POLICE COMMENTS:

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer/wine

What types of food and non-alcoholic beverages do you plan to serve at the Event?

savory/sweet tapas/ waters/sodas

Who will be responsible for serving alcoholic beverages at the Event?

Simply Serving

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS CERTIFICATION

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

Dan Logan 8/29./58

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc:

Atlas Liquors, Medford

Date of Delivery 9/22/14

Alcohol Serving Time (s) September 22nd., 5:30 -7:30 pm

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

Excess alcohol will be taken by the committee members sponsoring the event, following proper procedures for transporting alcohol.

Date of Pick-Up:

N/A

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

ATTACHED

Please submit this completed form and filing fee to the Board of Selectmen at least 21 days before your Event. Failure to provide complete information may delay the processing of your application.

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: _____

Printed name: Martine Gougault

Printed title & Organization name: Vision 2020 Reservoir Committee volunteer

Email: _____

revised: 5/18/2015 reformatted: 2/25/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Estabrook & Chamberlain Ins
P. O. Box 277
Bridgewater, MA 02324-9986
Charlie Rourke, CIC

CONTACT NAME: Charlie Rourke, CIC
PHONE (A/C No. Ext): 508-897-6963 FAX (A/C No): FAX-697-5809
E-MAIL ADDRESS:

INSURED
Simply Serving II LLC
Ann Marie McCann
9 Second Street
Norwood, MA 02062

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Central Insurance Companies	20230
INSURER B: Commerce Insurance	34754
INSURER C: Travelers Indemnity Co. of CT	25682
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bklt addl lne GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CLP8621177	08/03/2016	08/03/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ INCL GLPIU
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BGHSQG	08/03/2018	08/03/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB1260N670	04/04/2016	04/04/2017	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Liquor Liability		LL0905000073	09/08/2016	09/06/2017	Occurance 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Arlington Town Hall, The Whittemore Robbins House and the Town Of Arlington as additional insureds as required by contract on the Liability, Auto, and Liquor

CERTIFICATE HOLDER

CANCELLATION

ARL1730

Town Of Arlington
700 Massachusetts Ave
Arlington, MA 02476

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles Rourke

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IMPORTANT: Keep a copy of this card for your records. Your certification number because you will need it when applying for reprints or additional information, contact Health Corner Inc. by using the information provided on the reverse side of your card. There is a minimal charge for a replacement card if you lose your card.

TIPS	
First Name	22/2016
Last Name	22/2016
DOB	22/2016
Signature	22/2016
Printed Name	22/2016
Signature	22/2016
Printed Name	22/2016

This is your Official TIPS Certification Card.
 Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

Congratulations!

By successfully completing the TIPS (Training for Intervention Procedures) program, you have taken your place in the forefront of a nationwide movement to reduce the negative results from the misuse of alcohol. We value your participation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and colleagues by using the techniques you have learned and taking a proactive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 703-524-1201. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,

Adam F. Chafetz

Adam F. Chafetz
 President, HCL



ROBBINS MEMORIAL TOWN HALL AUDITORIUM
730 Massachusetts Avenue, Arlington, Ma. 02476

29 August 2016

SECURITY PLAN FOR VISION 2020 RESERVOIR COMMITTEE
ART EXHIBIT RECEPTION.

The Vision 2020 Reservoir Committee is sponsoring an event - an art exhibit reception - on Thursday, September 22, 2016 5:30 pm - 7:30 -pm at the Arlington Town Hall. A One-Day Permit has been submitted to the Selectmen's Office.

This is the Security Plan.

Admission to the reception is free. We expect 50-75 people to attend.

Patsy Kraemer will be the event coordinator for the event. Simply Serving bartending service and food will be provided by the committee.. Greg Stathopoulos will be the custodian for the event. A committee 5 volunteers from the Vision 2020 Reservoir Committee will assist in staffing the party. All these people will be responsible for ensuring that the event runs smoothly.

A fire services detail will be hired for the event.

Parking for the event will be available in the Town Hall parking lot, the parking lot at the Central School office building directly behind Town Hall, and on the side streets, as well as Mass. Ave.

Please advise if there are other items that we need to consider.



Town of Arlington, Massachusetts

Request: Special (One Day) All Alcohol License, 9/25/16 @ Whittemore Robbins House for a Private Wedding

Summary:

David Godin and Tahmeena Chowdhury

ATTACHMENTS:

Type	File Name	Description
Reference Material	Whittemore_Robbins_Special_Application.pdf	One Day Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Tahmeena + David Godin

Address, phone & e-mail contact information: 14 Mossland St. Apt. 1
Somerville, MA 02144, 617-943-0564, godind25@gmail.com

Name & address of Organization for which license is sought: _____

Does this Organization hold nonprofit status under the IRS Code? ____ Yes ☒ No

Name of Responsible Manager of Organization (if different from above):

David Godin

Address, phone & e-mail contact information: _____

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? NO If so, please give date(s) of Special Licenses and/or applications and title of event(s). _____

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

one-time event

24-Hour contact number for Responsible Manager on Event date: David Godin - 617-943-0564

Title of Event: Wedding Ceremony + Reception for Tahmeena + David

Date/time of Event: 9/25/16 - 4:30 - 9pm

Location of Event: Whittemore Robbins House

Location/Event Coordinator: Victoria Rose

Method(s) of invitation/publicity for Event: Paperless Post

Number of people expected to attend: 110

Expected admission/ticket prices: NO

Expected prices for food and beverages (alcoholic and non-alcoholic): N/A

Will persons under age 21 be on premises? yes ages 2-14

If "yes," please detail plan to prevent access of minors to alcoholic beverages. Tips Certified bartender will monitor the bar and follow the rules of certification

Have you consulted with the Department of Police Services about your security plan for the Event?

yes

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

Ofc. Corey P. Radeau

Date 8/29/10

Printed name/title

Ofc. Corey P. Radeau

POLICE COMMENTS:

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer + wine, vodka, cognac

What types of food and non-alcoholic beverages do you plan to serve at the Event? chicken, lamb, veggie options, rice, bread, pies + cupcakes, soda, water, tea, coffee

Who will be responsible for serving alcoholic beverages at the Event? Premier

Bartending + beverage

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS Certification

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

Ed Garland October 3, 1968

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc) Kappy's Importing + Distributing Co. Inc.
296 Main St. Everett, MA 02149

Date of Delivery: Saturday, Sept. 24, 2016
Alcohol Serving Time (s): 4:30pm - 9:00pm

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

opened bottles will be taken by client and
Kappy's will pick up unused beverages

Date of Pick-Up: Monday, Sept. 26, 2016

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.) Liability form and TIPS Certification
included.

**Please submit this completed form and filing fee to the Board of Selectmen
at least 21 days before your Event. Failure to provide complete
information may delay the processing of your application.**

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: David Godin

Printed name: David Godin

Printed title & Organization name: Wedding Ceremony + Reception for Tahmeeng + David

Email: godindas@gmail.com Godin

David Godin

14 Mossland Street, Somerville, MA 02144
617-943-0564
godind25@gmail.com

August 21, 2016

SECURITY PLAN for Wedding and Reception for David Godin and Tahmeena Chowdhury at the Whittemore Robbins House on Sunday, September 25, 2016

This event is a Wedding Reception.

The event is scheduled for Sunday, September 25, 2016, 4:30 pm to 10:00pm at the Whittemore Robbins House.

A One-Day Permit has been submitted to the Selectmen's Office.

This is the Security Plan.

We anticipate approximately 100 adults and 10 children under the age of 14 years to attend. The menu includes appetizers, dinner and dessert and coffee and tea and beverage service for beer, wine, water, juice and soda.

Premier Bartending and Beverage Service Company will provide the bartending staff. The bartender is T.I.P.S certified. All rules regarding alcohol beverage service will be followed as understood from T.I.P.S Certification training by the bartender. Bar service will begin at 4:30pm and end at 9:00pm.

Victoria Rose, Event Coordinator, will be on site to monitor the use of the Whittemore Robbins House. David Godin will be the responsible manager for this event. Passage to India Catering Company's manager, staff and Premier Bartending and Beverage Service's bartender will handle food and beverage service. All will be responsible for ensuring that the event runs smoothly.

Please advise if there are other items that we need to consider.



12/10/2015

12/1/2016

Issued: 38942

Expires:

12

ID#:

Trainer Year:

Edward R Garland, Jr.

28 Saunders St

North Weymouth, MA 02191-1014

Trainer Certification Card



GORDWAL-02

JHOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roblin Insurance Agency 144 Gould Street Suite 100 Needham, MA 02494	CONTACT NAME:		
	PHONE (A/C, No, Ext): (781) 455-0700	FAX (A/C, No): (781) 449-8976	
	E-MAIL ADDRESS: certificates@roblininsurance.com		
INSURED Premier Bartending & Beverage Service, Inc. Inc., Mr. Glen Hoffman 888 Main Street Waltham, MA 02451	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Insurance Co		36161
	INSURER B : Torus Specialty Insurance Co.		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			680-4B652113-16-42	03/11/2016	03/11/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			88915C164ALI	03/11/2016	03/11/2017	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Arlington is additional insured with regard to liability of the named insured.

CERTIFICATE HOLDER

CANCELLATION

Whittemore Robbins House
670 R. Massachusetts Avenue
Arlington, MA 02174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter Roblin

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Town of Arlington, Massachusetts

Request: Gyro Fest, September 30, 2016 - October 1, 2016

Summary:

Rev. Dr. Nicholas M. Kastanas, Pastor, St. Athanasius the Great, 4 Appleton Street

Rev. Aaron Walker, Assistant Parish Priest

Constandinos Ioakimidis, President, Parish Council

a) 2-Day Special (One Day) Beer & Wine License

b) "One Way" designation of Appleton Place (between Mass. Ave. & Burton St.) heading towards Burton Street

ATTACHMENTS:

Type	File Name	Description
Reference Material	St._Athanasius_Special_Application.pdf	Special One Day Application



The Metropolis of Boston

Saint Athanasius the Great

Greek Orthodox Church | Arlington, Massachusetts



August 26, 2016

Dear Selectmen,

Our Gyro Fest will commence its first year on Friday and Saturday September 30 & October 1 2016 on our campus at 4 Appleton Street. Please accept our request (via this letter) for the following:

- Permission to serve wine and beer at our 2-day Gyro Fest 2016 event. The wine and beer booth will be strictly monitored and supervised by our Bar Manager, Mark Ypsilantis, and President of our Parish Council, Constandinos Ioakimidis. We've attached a completed Special License Application Packet with this request along with the \$125 fee and insurance documents covering the Town and Church.
- We ask for the authorization that Appleton Place, between Massachusetts Avenue and Burton Street, be designated a "One Way Street" heading up towards Burton Street. We believe that this practice will give us greater control over public safety during this event.

We plan to have the appropriate police detail to further assist with public safety. Although this is our first Gyro Fest we are anticipating turn out to be minimal and manageable.

We are grateful for your ongoing support and look forward to welcoming you at our first Gyro Fest.

Faithfully,

Rev. Dr. Nicholas M. Kastanas
Parish Priest/Pastor

Constandinos Ioakimidis
President-Parish Council

Rev. Aaron Walker
Assistant Parish Priest/Pastor

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Constandinos Ioakimidis, Parish Council President

Address, phone & e-mail contact information: 4 Appleton St. Arlington, MA;
cell: 781-844-8159 ; email: Dean@steveandsonsinc.com

Name & address of Organization for which license is sought: St. Athanasius The Great
Greek Orthodox Church; 4 Appleton Street, Arlington Ma 02476

Does this Organization hold nonprofit status under the IRS Code? X Yes No

Name of Responsible Manager of Organization (if different from above): Same as above

Address, phone & e-mail contact information: Same as above

Has the Applicant or Organization applied for and/or been granted a special liquor license this
calendar year? YES If so, please give date(s) of Special Licenses and/or applications and
title of event(s). Greek Festival 2016 June 2, 3, 4, 5

Is this event an annual or regular event? If so, when was the last time this event was held and at what
location?

No. Special Fundraiser for our community center building at 22 Appleton Street.

24-Hour contact number for Responsible Manager on Event date: Same as above

Title of Event: Gyro Fest

Date/time of Event: September 30 & October 1 11:00am -10:00pm

Location of Event: 4 Appleton Street

Location/Event Coordinator: Same as above

Method(s) of invitation/publicity for Event: Banners, Flyers, Newspaper, Radio

Number of people expected to attend: no actual data – limited food and pastries

Expected admission/ticket prices: N/A

Expected prices for food and beverages (alcoholic and non-alcoholic): Beer & Wine \$5-\$6; \$20-
bottle (draft & bottled); Food prices range from \$8 -\$14
Soda & Water \$2 -\$3

Will persons under age 21 be on premises? YES

If "yes," please detail plan to prevent access of minors to alcoholic beverages. All bar patrons will
be asked for government issued photo ID; Tip Certified bar attendant present at all times. Only Bar
manager & Bar staff have access to alcoholic beverages

Have you consulted with the Department of Police Services about your security plan for the Event?
YES email has been sent with security plan.

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you
have reviewed the applicant's security plan, and any necessary police details have been
arranged for the Event.

_____ Date _____

Printed name/title

POLICE COMMENTS:

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law,
all-alcohol Special Licenses are available only to nonprofit organizations.)
Beer & Wine --- ONLY ONE BAR IS LOCATED INSIDE THE TENT A T.I.P.S. certified
volunteer will be present at all times at the bar area. _____

What types of food and non-alcoholic beverages do you plan to serve at the Event? _____
Gryo wraps, salads with Spinach and Cheese Pies & pastries along with soft drinks & water Food
Menu is limited to what is listed above and is not a large scale food festival _____

Who will be responsible for serving alcoholic beverages at the Event? _____
All servers are over 21 years of age and have over 10-15 years' experience serving beer & wine at
this event. See attached drivers licenses and T.I.P.S. certificate. _____

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

Bar Manager is Tip Certified (Mark Ypsilantis), Food Safety Manager is TIP's Certified (Nicholas Kriketos). Both will be present during all hours of operation _____

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

Mark Ypsilantis, (DOB 4/22/1965); Randy Fassas, (DOB 6/27/1962); Nick Ypsilantis, (DOB 3/30/1958); Evan Ypsilantis, (DOB 11/12/1959); Chris Ketcios, (DOB 11/14/1964); Christian Makredes, (DOB 8/26/1972) _____

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc) AKG Distributors (Greek Beer & Wine) & _____
Anheuser Busch _____

Date of Delivery: 9/29/16 - est. date _____

Alcohol Serving Time (s): 11:00am – 10:00pm _____

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of? _____
any excess beer or wine will be returned to the wholesaler for a credit or disposal _____
All bottles left will liquid will be drained prior to disposal of container _____

Date of Pick-Up: 10/3/16 _____

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.) _____
see attached insurance documents _____

**Please submit this completed form and filing fee to the Board of Selectmen
at least 21 days before your Event. Failure to provide complete
information may delay the processing of your application.**

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: S. Nicholas Kriketos

Printed name: S. Nicholas Kriketos

Printed title & Organization name: Facilities Manager & Parish Council Officer - St Athanasius the Great Greek Orthodox Church

Email: Nicholas.kriketos@gmail.com

Gyro Fest 2016 - Security Plan

Event Dates: September 30 – October 1
Friday September 30 - 11am to 10pm
Saturday October 1 - 11am to 10pm

Saint Athanasius the Great Greek Orthodox church also known as the Greek Orthodox Church of Arlington believes in providing a safe, secure and pleasant experience for all that attend our Gyro Fest. Below is our detailed plan for this event.

Gyro Fest will open with limited scope; only Gyro, Souvlaki, Wraps, pastry and Bar sections will be available. We expect significantly light attendance since the scope of this fundraiser has a limited menu.

Crowd control

Police officers will be present at all times during the event.

Only one bar will be located in the main tent. A photo copied driver's license of all listed bar tenders and a photo copy of certification of those who are all T.I.P.S. certified will be made available to the board of selectmen. At least one T.I.P.S certified volunteer will be present at all times in the bar area.

Friday – September 30 Hours of Operation from 11:00am – 10:00pm

Two officers:

One posted at the main entrance to the tent and the other touring the interior 11:00am – 10:00pm.

One officer providing overnight coverage from 11:00pm – 7:00am to ensure area is not targeted by vandals.

Saturday – October 1 Hours of Operation from 11:00am – 10:00pm

Two officers:

One posted at the main entrance to the tent and the other touring the interior 11:00am – 10:00pm.

One officer providing overnight coverage from 11:00pm – 7:00am to ensure area is not targeted by vandals.

Dealing with unruly patrons

Any patron of the St. Athanasius the Great Gyro Fest will be spoken to by a authorized manager of the event with the presence of a Arlington Police officer. Once the situation is assessed and it is determined that the person or persons are no longer welcomed at the Gyro Fest they will be asked to leave St. Athanasius property.

Emergency evacuations

In the event of an emergency situation or natural disaster all patrons and volunteers will be instructed to seek safe shelter in the lower level of St. Athanasius the Great Church and the lower level of 10 Acton Street (St. Athanasius School building). All St. Athanasius volunteers will be instructed by the event manager along with the board of directors to direct all patrons to safe shelter points.

Controlling access to alcohol by under aged persons.

A bar manager will be present at all times during the event. T.I.P.S. certified staff will be present at all times and will ensure proper polices and state laws are being adhered to. At any time St.

Athanasius and its bar staff reserve the right to stop the sale of alcohol to any persons who do not have a state issued license or if the bar tender (using his training skills) does not feel comfortable serving a patron. All patrons looking to purchase alcohol will be asked to provide proper state issued identification. All alcohol will be secured and only bar managers will have authority to control

inventory. Persons 21 or older will only be served alcohol per Massachusetts State Law. Only one bar will be located in the main tent right after the main food line. A photo copied driver's license of all listed bar tenders and a photo copy of certification of those who are all T.I.P.S. certified will be made available to the board of selectmen. At least one T.I.P.S certified volunteer will be present at all times at the bar area.

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 2.0

provided by Health Communications, Inc.
is hereby granted to:

Mark Ypsilantis

For coursework completed on May 31, 2015

Certification documents to be sent to:
39 Maynard St, Arlington, MA 02474-2317



HEALTH COMMUNICATIONS, INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2016

PRODUCER (212) 406-4004
Compass Rose Services, Inc.

80 Maiden Lane, Room 701
New York, NY 10038-

INSURED
St. Athanasios The Great Greek Orthodox Church

4 Appleton Street
Arlington, MA 02476-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Great American Ins Co

22136

INSURER B: Fireman's Fund

21873

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X		GENERAL LIABILITY	PAC 0255589	03/06/2016	03/06/2017	EACH OCCURRENCE \$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		/ /	/ /	MED EXP (Any one person) \$ 10,000
			<input checked="" type="checkbox"/> Liq Liab Agg \$3000000		/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
					/ /	/ /	GENERAL AGGREGATE \$ 3,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	PRODUCTS - COMP/OP AGG \$ 3,000,000
			<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	Liquor Liability 1,000,000
			AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$
			<input type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person) \$
			<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
			<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
			<input type="checkbox"/> HIRED AUTOS		/ /	/ /	
			<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	
			GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC AGG \$
B			EXCESS / UMBRELLA LIABILITY	SSE-000-3218-1992	03/06/2016	03/06/2017	EACH OCCURRENCE \$ 10,000,000
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	AGGREGATE \$ 10,000,000
			<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	\$
			<input checked="" type="checkbox"/> RETENTION \$ 10,000		/ /	/ /	\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATU-TORY LIMITS OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		/ /	/ /	E.L. EACH ACCIDENT \$
			If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$
			OTHER		/ /	/ /	E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Below Certificate holder, for the period September 25, 2016 through October 5, 2016 including set up and take down, with regard to the Gyro Fest, being held by the church, is added as additional insured.

CERTIFICATE HOLDER

() - () -
Town of Arlington Inspectional Services
Department
51 Grove Street
Arlington, MA 02474-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

INS025 (200901)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Town of Arlington, Massachusetts

For Approval: Arlington Center for the Arts 17th Annual Arlington Open Studios; (1) Arts Center to be open on Sunday, October 16th from 12:00 p.m. - 5:00 p.m.; and (2) Waiver of 'resident only parking' restrictions on Tufts and Foster Streets for Saturday, October 15 and Sunday, October 16.

Summary:

Pamela Shanley, Arlington Open Studio Director

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Arlington_Open_Studios.pdf	Request from Arlington Open Studios



August 15, 2016

Town of Arlington
Board of Selectmen
Arlington Town Hall 730 Mass. Ave.
Arlington, MA 02476

Marie Krepelka, Administrator

Dear Board of Selectmen,

Arlington Center for the Arts, in conjunction with over 80 local artists and businesses, will be hosting the 17th Annual Arlington Open Studios on Saturday, October 15 & Sunday, October 16 from 12 - 5 PM. The event is a free self-guided tour of Arlington artists' studios and their work.

The Arts Center is requesting to be open on Sunday, October 16 th for this public event from 12N - 5 PM. We are also requesting a waiver on the restriction for resident only parking on Tufts and Foster Streets for Saturday and Sunday from the Town Selectmen for this event.

Thank you for your consideration in this matter.

Sincerely,
Pamela Shanley
Arlington Open Studio Director and
Arlington Center for the Arts, Operations Manager

cc : Planning and Community Development
Pam Shanley
Arlington Center for the Arts
Operations and Events Project Manager
Arlington Open Studios Director
41 Foster Street
Arlington MA 02474

pam@acarts.org



Town of Arlington, Massachusetts

For Approval: KENO Monitor

Summary:

Boyles Family Market, 64 Broadway

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	KENO_Monitor.pdf	Letter from Mass. State Lottery Commission



Massachusetts State Lottery Commission

DEBORAH B. GOLDBERG
Treasurer and Receiver General

RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MA 02476

MICHAEL R. SWEENEY
Executive Director

2016 SEP -1 PM 12:11

August 30, 2016

Arlington Board of Selectmen
730 Mass Avenue
Arlington, MA 02476

Dear Sir/Madam:

The Massachusetts State Lottery is offering a KENO monitor to existing KENO To Go agents to display the game at their location. In accordance with M.G.L. c 10, section 27A, as amended, you are hereby notified of the Lottery's intent to install a monitor at the following KENO To Go agent(s) in your community:

Boyles Family Market
64 Broadway
Arlington

If you object to these agent(s) receiving a monitor, you must do so, in writing, within twenty-one (21) days of receipt of this letter. Please address your written objection to Christian Gonsalves, General Counsel, Legal Department, Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, MA 02184. Should you have any questions regarding this program or any other issues relative to the Lottery, please call me at 781-849-5555. I look forward to working with you as the Lottery continues its' efforts to support the 351 cities and towns of the Commonwealth.

Sincerely,

Michael R. Sweeney
Executive Director

Certified Mail – Return Receipt Requested:
7014 1820 0002 1478 1615



Supporting the 351 Cities and Towns of Massachusetts



Town of Arlington, Massachusetts

Vote: Special Municipal Employee/Arlington Recreation Department

Summary:

James Feeney, Interim Director of Recreation

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Arlington_Recreation_Special_Municipal_Employee.pdf	Request from J. Feeney

TOWN OF ARLINGTON



Recreation Department

PARK COMMISSIONERS

Jen Rothenberg
Shirley Canniff
Leslie Mayer
Elena Bartholomew
Don Vitters

September 6, 2016

Town Clerk
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

Re: Chapter 268A, Section 20(b)(3) Certification

To Whom It May Concern:

On behalf of the Recreation Department, I have offered Part-time work as a Zamboni Driver at Ed Burns Arena to Andrew Bent, who is currently employed full-time as a Building Custodian with the Town of Arlington Police Department. The duties of Zamboni Driver are outside Mr. Bent's regular duties with the Arlington Police Department and will be done outside of his regular working hours. He will be compensated by the Recreation Department for not more than 500 hours per year. I hereby certify that the Recreation Department does not have staff available to perform the duties of Zamboni Driver for all hours that the Ed Burns Arena is open.

By their signatures below, members of the Board of Selectmen approve the exemption of Mr. Bent for G. L.c. 268A, § 20(a), for the purposes of the part-time work described herein.

Signed,

A handwritten signature in black ink, appearing to be "James Feeney".

James Feeney
Interim Director of Recreation

Approved,
Arlington Board of Selectmen:



Town of Arlington, Massachusetts

Appointments of New Election Workers: (1) Donald Cohn, 305 Park Avenue, D, Pct. 16; (2) Linda Cohn, 305 Park Avenue, D, Pct. 16; (3) Claire Gibbons, 3 Longfellow Road, U, Pct. 8; (4) Melissa O'Brien, 11 Lowell Street, S, Pct. 6; (5) Paula Silva, 73 Webcowet Road, U, Pct. 7; (6) Thomas Silva, 73 Webcowet Road, U, Pct. 7; (7) Aaron Sloanaker, 17 Tanager Street, D, Pct. 20; (8) Geoffrey Wright, 66 Mott Street, D, Pct. 6

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Election_Worker_Master_Records_9.8.pdf	Master Records

ELECTION WORKER'S MASTER RECORD

Date: 8/24/16

Check One: ✓ New Employee
 Change to Existing Employee

Vendor #		Position	INSPECTOR
Name:	DONALD COHN	Democrat	✓
Address:	305 PARK AVE.	Republican	
		Unenrolled	
Zip Code	08476	Precinct	16
Alpha/ Last Name		Phone #	781-646-9039

Position Codes:	10 – Warden	60 – Deputy Clerk
	20 – Deputy Warden	70 – Teller
	30 – Inspector	80 – Substitute
	40 – Deputy Inspector	90 – Custodian
	50 – Clerk	

ELECTION WORKER'S MASTER RECORD

Date: 8/24/16

Check One: ☒ New Employee
☐ Change to Existing Employee

Vendor #	_____	Position	<u>INSPECTOR</u>
Name:	<u>LINDA COHN</u>	Democrat	<u>✓</u>
Address:	<u>305 PARK AVE.</u>	Republican	_____
	_____	Unenrolled	_____
Zip Code	<u>02476</u>	Precinct	<u>16</u>
Alpha/ Last Name	_____	Phone #	<u>781-646-9029</u>

Position Codes:	10 – Warden	60 – Deputy Clerk
	20 – Deputy Warden	70 – Teller
	30 – Inspector	80 – Substitute
	40 – Deputy Inspector	90 – Custodian
	50 – Clerk	

ELECTION WORKER'S MASTER RECORD

Date: 8/24/16

Check One: ✓ New Employee
 Change to Existing Employee

Vendor # _____ Position: INSPECTOR

Name: CLARE GIBBONS Democrat: _____

Address: 3 Longfellow Rd. Republican

Unenrolled ☒

Zip Code 02476 Precinct 8

Precinct 8

Alpha/
Last Name _____ Phone # 781-648-7755

Phone # 781-648-7755

Position Codes:

10 – Warden
20 – Deputy Warden
30 – Inspector
40 – Deputy Inspector
50 – Clerk

60 – Deputy Clerk

70 - Teller

80 – Substitute

90 -- Custodian

ELECTION WORKER'S MASTER RECORD

Date: 8/30/16

Check One: ✓ New Employee
 Change to Existing Employee

Vendor #	_____	Position	<u>Inspector</u>
Name:	<u>MELISSA O'BRIEN</u>	Democrat	_____
Address:	<u>11 LOWELL STREET</u>	Republican	_____
	<u>#1</u>	Unenrolled	_____
	_____	Sociator	<u>✓</u>
Zip Code	<u>02476</u>	Precinct	<u>6</u>
Alpha/ Last Name	_____	Phone #	_____

Position Codes:

10 – Warden	60 – Deputy Clerk
20 – Deputy Warden	70 – Teller
30 – Inspector	80 – Substitute
40 – Deputy Inspector	90 – Custodian
50 – Clerk	

ELECTION WORKER'S MASTER RECORD

Date: 9/6/16

Check One: ✓ New Employee
 Change to Existing Employee

Vendor #		Position	INSPECTOR
Name:	PAULA SILVA	Democrat	
Address:	73 WEBBVIEW RD.	Republican	
		Unenrolled	✓
Zip Code	02474	Precinct	7
Alpha/ Last Name		Phone #	781-646-3705

Position Codes:

10 – Warden	60 – Deputy Clerk
20 – Deputy Warden	70 – Teller
30 – Inspector	80 – Substitute
40 – Deputy Inspector	90 – Custodian
50 – Clerk	

ELECTION WORKER'S MASTER RECORD

Date: 9/6/16

Check One: ✓ New Employee
 Change to Existing Employee

Vendor #	_____	Position	INSPECTOR
Name:	THOMAS SILVER	Democrat	_____
Address:	73 WEBBOWEN RD	Republican	_____
_____	_____	Unenrolled	✓
Zip Code	02474	Precinct	7
Alpha/ Last Name	_____	Phone #	781-646-3705

Position Codes:

10 – Warden	60 – Deputy Clerk
20 – Deputy Warden	70 – Teller
30 – Inspector	80 – Substitute
40 – Deputy Inspector	90 – Custodian
50 – Clerk	

ELECTION WORKER'S MASTER RECORD

Date: 9/7/16

Check One: ✓ New Employee
 _____ Change to Existing Employee

Vendor #	_____	Position	INSPECTOR
Name:	AARON SLOANAKER	Democrat	✓
Address:	17 TANAQUER ST.	Republican	_____
	_____	Unenrolled	_____
Zip Code	02476	Precinct	20
Alpha/ Last Name	_____	Phone #	_____

Position Codes:

10 – Warden	60 – Deputy Clerk
20 – Deputy Warden	70 – Teller
30 – Inspector	80 – Substitute
40 – Deputy Inspector	90 – Custodian
50 – Clerk	

ELECTION WORKER'S MASTER RECORD

Date: 8/24/16

Check One: ✓ New Employee
 Change to Existing Employee

Vendor #		Position	RELIEF
Name:	Proffrey Wright	Democrat	✓
Address:	66 MOTT STREET	Republican	
		Unenrolled	
Zip Code	02474	Precinct	6
Alpha/ Last Name		Phone #	1781-483-3776

Position Codes:

10 – Warden	60 – Deputy Clerk
20 – Deputy Warden	70 – Teller
30 – Inspector	80 – Substitute
40 – Deputy Inspector	90 – Custodian
50 – Clerk	



Town of Arlington, Massachusetts

Board of Health

Summary:

Dr. Kevin J. Fallon (term to expire 6/30/2019)

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Fallon_appt.pdf	Town Manager recommendation, Dr. Fallon's resume, Meeting notice



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: August 3, 2016
TO: Board Members
SUBJECT: Appointment to the Board of Health

This memo is to request the Board's approval of my appointment of Kevin J. Fallon, 8 Newman Way, Arlington, MA 02476, to the Board of Health, with a term expiration date of 6/30/2019.

A handwritten signature in cursive script that reads "Adam Chapdelaine".
Town Manager



KEVIN J. FALLON, D.V.M.

RECEIVED
TOWN MANAGER'S
ARLINGTON, MA.

2016 JUN 14 PM 1:25

MILL BROOK ANIMAL CLINIC
1183 Massachusetts Ave.
Arlington, MA 02476
Telephone: (781) 643-7387

May 14, 2016

Town Manager's Office
730 Massachusetts Avenue
Arlington, MA 02476

Dear Sir,

I would like to express my interest in the vacant position on the Board of Health.
Enclosed is a copy of my CV. If there is anything else you need to help facilitate this,
please let me know.

Sincerely,

Kevin J. Fallon
781-643-4474

Kevin J. Fallon

8 Newman Way
Arlington, Ma 02476
Mobile: 781-643-4474
Work: 781-643-1500
E-mail: kevinjf@gmail.com

EMPLOYMENT

Mill Brook Animal Clinic

Clinic Owner

Chief Veterinarian

General Practice Surgeon

Arlington, Massachusetts

1994 - Present

Relief Veterinarian

1993 - 1994

Royal Bangkok Sports Club Polo Club

Equine Veterinarian

Bangkok, Thailand

1991 - 1992

Pets are People Too

Medical Director

Atlanta, Georgia

Countryside Animal Clinic

General Practice Veterinarian

Beverly Hills, Florida

Rochester Equine Clinic

Intern Veterinarian

Rochester, New York

1983 - 1984

Animal and Plant Health Inspection Service (APHIS)

Infectious Disease Rotation

Internship

1983

EDUCATION

University of Pisa School of Veterinary Medicine

Doctor of Veterinary Medicine

Pisa, Italy

St. Michael's College

Bachelor of Arts in Biology

Colchester, Vermont

Arlington Public Schools

Grades K to 12

Arlington, Massachusetts

Kevin J. Fallon

PROFESSIONAL AFFILIATIONS

American Veterinary Medical Association (AVMA)

Massachusetts Veterinary Medical Association (MVMA)

American Association of Feline Practitioners (AAFP)

OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR
DANIEL J. DUNN, VICE CHAIR
KEVIN F. GREELEY
STEVEN M. BYRNE
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

August 29, 2016

Kevin J. Fallon
8 Newman Way
Arlington, MA 02476

Re: Appointment: Board of Health

Dear Mr. Fallon:

As a matter of the standard appointment procedure, the Board of Selectmen requests that you attend a meeting of the Board of Selectmen at Town Hall, Selectmen's Chambers, 2nd Floor, 730 Massachusetts Avenue, on Monday, September 12th at 7:15 p.m.

It is a requirement of the Board of Selectmen that you be present at this meeting. Your presence will give the Board an opportunity to meet and discuss matters with you about the area of activity in which you will be involved.

Please contact this office to confirm the date and time with either Mary Ann or Fran at the above number.

Thank you.

Very truly yours,
BOARD OF SELECTMEN

Marie A. Krepelka

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

Council on Aging

Summary:

Rick Fentin (term to expire 6/30/2019)

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Fentin_appointment.pdf	Town Manager recommendation, Fentin resume, Meeting notice



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: September 6, 2016

TO: Board Members

SUBJECT: Appointment to the Council on Aging

This memo is to request the Board's approval of my appointment of Rick Fentin, 45 Grafton Street, Arlington, MA 02476, to the Council on Aging, with a term expiration date of 6/30/2019.

Adam Chapdelaine
Town Manager

7/2/16

To: The Arlington Council on Aging and Town Administrators.

From: Herbert 'Rick' Fentin, 45 Grafton St., Arlington, 781-724-3556

I am honored to be asked to apply for membership on the Board of Directors of the Arlington Council on Aging.

For the past thirteen years, I have volunteered at the COA by consulting with seniors around basic financial questions. I have also volunteered for the Elder Abuse Task Force and the Commonwealth's Financial Abuse Specialist Team. In addition, I have taught classes and given talks at the center.

I have always felt that the COA served a critical need by helping Arlington seniors with the numerous and complicated issues of growing older in our society. As a society, we are living longer and there are great challenges ahead.

I have been tremendously impressed by the amount and quality of senior services offered in Arlington. There is excellent leadership and a dedicated support staff. I recently attended an open COA Board meeting and was extremely impressed by the level of knowledge, interest and commitment of the members. It is a great group.

What I hope to contribute: My volunteer work at the COA plus over twenty-five years of professional services as a Financial Planner working with pre and post retirees has given me a solid understanding of the many financial issues facing seniors. I hope my experience can help the Board address some of these needs as applicable.

Also, my many years of work in human services and education and administration of nonprofits may prove useful regarding organizational issues.

What's in it for me: My wife and I have been residents of Arlington for over twenty-five years. We have received a tremendous amount of services through the schools and especially through the AYCC. Serving on the Board will be interesting, a great learning experience and a way for me to give back to the community. Volunteering and helping others have always been important values for me my family.

Thank you for considering my application

Sincerely,

Rick Fentin

RICK FENTIN, CFP®, CLTC, Ed.M.

Financial Planning

- ♦ Principal of Cambridge Financial Associates – 1998 to Present.
- ♦ Registered Investment Advisor: Commonwealth of Massachusetts, Division of Securities – 1998 To Present.
- ♦ Licensed Insurance Broker: Commonwealth of Massachusetts – 1984 to Present.
- ♦ Registered Representative – American Express, Acacia Group, Commonwealth Financial Network – 1984 to 2014.

- ♦ CFP® Certified Financial Planning Practitioner™: College of Financial Planning, Denver, Colorado – 1989 to Present.
- ♦ CLTC Certified in Long Term Care: Corporation for Long Term Care Certification, Needham, Massachusetts – 2000 to Present.
- ♦ Member Financial Planning Association of Massachusetts: 2004 to Present.
- ♦ Advanced Estate and Retirement Planning Program: College of Financial Planning, Denver, Colorado – 1994.

- ♦ Instructor for Social Security and Retirement Planning classes at Belmont, Lexington and Cambridge community education programs – 2010 to Present.

- ♦ Volunteer Financial Consultation at the Arlington Council on Aging – 2003 to Present
- ♦ Volunteer Arlington Elder Abuse Task Force – 2014 to Present
- ♦ Volunteer for FAST (Financial Abuse Specialist Teams) Dept. of Elder Affairs 2016.
- ♦ Member of Arlington Senior Association: 2008 to Present
- ♦ Publication: "The Impact of Financial Status, Values and Attitudes on Motivation for Rehabilitation" in Motivational Strategies for Occupational Therapists Working with Geriatric Patients, Occupational Therapy Press, 1996.

Human Services and Special Education

- ♦ Executive Director South Shore Association for Retarded Citizens – 1981 to 1984.
- ♦ Director Secondary Vocational Programs SEEM Special Education Collaborative - 1978 to 1981.
- ♦ Director F.L.O.W. Inc. 1973 to 1978.

Education

- ♦ Northeastern University: Masters Degree, Rehabilitation Administration –1972 to 73.
- ♦ Northwestern University: B.S. Communications – 1965 – 1969.

Military

- ♦ Army Reserves 1965 to 1973.

Other

- ♦ Volunteer Arlington Youth Counseling Center – 2015 to Present

Work

- ♦ Cambridge Financial Associates: 22 Mill St. Suite 108, Arlington, Mass. 02476
1996 to Present. Tel: 781-648-0486, rfentin@cambfinan.com, www.cambfinan.com

Personal

- ♦ 45 Grafton St., Arlington, Mass. 02474, Arlington resident since 1992.

OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR
DANIEL J. DUNN, VICE CHAIR
KEVIN F. GREELEY
STEVEN M. BYRNE
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

August 29, 2016

Rick Fenton
45 Grafton Street
Arlington, MA 02474

Re: Appointment: Council on Aging

Dear Mr. Fenton:

As a matter of the standard appointment procedure, the Board of Selectmen requests that you attend a meeting of the Board of Selectmen at Town Hall, Selectmen's Chambers, 2nd Floor, 730 Massachusetts Avenue, on Monday, September 12th at 7:15 p.m.

It is a requirement of the Board of Selectmen that you be present at this meeting. Your presence will give the Board an opportunity to meet and discuss matters with you about the area of activity in which you will be involved.

Please contact this office to confirm the date and time with either Mary Ann or Fran at the above number.

Thank you.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

Request: Class II License

Summary:

Patrick Quinn, 223 Massachusetts Avenue

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Class_II_P.Quinn_9.16.pdf	Application Inspection Packet

LICENSE APPLICATION REPORT

Type of License: **Class II**

Name of Applicant: Patrick J. Quinn

Address: 223 Massachusetts Avenue

The following Departments have **no objections** to the issuance of said license:

- Police x
- Building
- Planning

The following Departments have **no objections** but have made comments or conditions regarding the issuance of said license: (see attached)

- Police
- Building x
- Planning x

NOTE: BOARD OF HEALTH AND FIRE DO NOT NEED TO INSPECT

ARLINGTON POLICE DEPARTMENT

Frederick Ryan
Chief of Police



POLICE HEADQUARTERS
112 Mystic Street
Telephone 781-316-3900

Town of Arlington
MASSACHUSETTS 02474

August 16, 2016

On Tuesday, August 16, 2016 at 8:45 AM, I called and spoke with Patrick Quinn regarding this application for a Class II License for the Quinn Group, located at 223 Mass. Ave. Mr. Quinn stated that he owns the building and has an Insurance Company, The Quinn Group out of that address. Mr. Quinn stated that he needed to obtain a Class II License for his business dealings within the company.

I advised Mr. Quinn that the Board of Selectmen may be conducting C.O.R.I and S.O.R.I checks during the application process.

Pending the checks conducted by the Board of Selectmen's Office, Arlington Police Dept. is not aware of any law enforcement or public safety reasons to object to the Class II License for the Quinn Group.

Respectfully Submitted,

Detective Edward DeFrancisco

Applicant Section:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Name: _____

Date: _____

[Handwritten signature]
9-8-16

**BOARD OF SELECTMEN
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, SEPTEMBER 7, 2016
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 223 Mass. Ave.
Applicant's Name: Patrick J. Quinn
D/B/A:
Telephone: 781 439-4031
Department: Sent Interoffice Mail & E-mail

Date: 9/7/2016

MEETING DATE: SEPTEMBER 12, 2016

Departments:

RE: CLASS II

Police
Fire
Board of Health
Building
Planning

Comments by each Division or Department:

We have no objection of the issuance of this license.

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the rthermore, any work done is done at the applicant's risk. subject matter of this inspection report until the license is approved by the Board of Selectmen; fu

Applicant's Name: _____
Date: 9-8-16 _____

**BOARD OF SELECTMEN
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by September 7, 2016
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 223 Massachusetts Avenue
Applicant's Name: Patrick J. Quinn
Telephone: 781-439-4031
Department: Sent Interoffice Mail & E-mail
Date: August 15, 2016

Meeting Date: September 12, 2016

Department of Planning and Community Development: *Jennifer Raitt, 8/15/16*

Re: CLASS II LICENSE

Board of Health Building
Planning
ADA Compliance

Comments by each Division or Department:

The proposed business is at the site of Quinn Group Insurance Agency, Inc. located on a 0.12 acre lot with a single-story brick office building and an abutting two-story vinyl-sided building. It is a small enterprise appropriate for Zoning District B1 – Neighborhood Office, where predominant uses include houses with offices on the ground floor along or adjacent to Massachusetts Avenue. The Applicant currently provides auto and property insurance and requests a license to sell vehicles via the Internet and shop vehicles to purchasers.

The Department of Planning and Community Development has no objection to the issuance of a Class II license to the Applicant.

Any changes in signage, including signs in the window, and changes to the façade of the building may be subject to review by this Department. The Applicant is reminded that all signs, including re-lettering of the existing signs require a permit issued by the Building Department. Other provisions of the Zoning Bylaw may apply as determined by the Building Inspector.

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Name: _____

Date: *9-8-16*

OFFICE OF THE BOARD OF SELECTMEN

RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MA 02476
2016 AUG 11 PM 10:55

730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

CLARISSA ROWE, CHAIR
JOHN W. HURD, VICE CHAIR
KEVIN F. GREELEY
DIANE M. MAHON
ANNIE LACOURT



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

The License applied for, if Granted, cannot be Sold, Transferred or
Surrendered without the authority of the Board of Selectmen.

APPLICATION

Application Fee:
\$100.00

8-11-16

(Date)

To the Board of Selectmen:

The undersigned hereby make application for a
CLASS II LICENSE

Name: Patrick J. Quinn
Address: 223 Mass. Ave. Arlington MA 02474
Telephone No.: 781-439-4021

SIGNATURE

RESIDENCE
(Street and Number)

Patrick J. Quinn
PRINT NAME
[Signature]
SIGNATURE
781-439-4021
TELEPHONE NUMBER

223 Mass. Ave.
Arlington, MA 02474

State country of birth Cambridge Massachusetts
Location of Business 223 Mass. Ave. Arlington, MA 02474

THE COMMONWEALTH OF MASSACHUSETTS

OF

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a
class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with
the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Patrick J. Quinn

Business address of concern. No. 223 Mass Ave St.,

Arlington, Ma

City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Individual

3. If an individual, state full name and residential address.

Patrick J. Quinn

223 Mass Ave Arlington, Ma 02474

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President

Secretary

Treasurer

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

vehicles sold via the internet and shipped to
purchaser.

8. Are you a recognized agent of a motor vehicle manufacturer? NO
(Yes or No)

If so, state name of manufacturer

9. Have you a signed contract as required by Section 58, Class 1? NOT YET - NO
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? NO
(Yes or No)

If so, in what city — town

Did you receive a license?

(Yes or No)

For what year?

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO
(Yes or No)

Sign your name in full.

(Duly authorized to represent the concern herein mentioned)

Residence

223 MASS. AVE. ARLINGTON, MA

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



Town of Arlington, Massachusetts

For Approval: Change of Manager - All Alcohol License

Summary:

Not Your Average Joe's, 645 Massachusetts Avenue
Lauren Dexter, Manager

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	NYAJ_Change_Mgr._9.16.pdf	Application Inspection Packet



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

AMENDMENT APPLICATION FOR A CHANGE OF MANAGER

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)

Not Your Average Joe's

ABCC License Number

003000025

City/Town of Licensee

Arlington

2. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Christine

Middle: M

Last Name: MacDonald

Title: Employee

Primary Phone: 774.213.2949

Email: cmacdonald@nyajoes.com

3. BUSINESS CONTACT

Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name: Not Your Average Joe's

Primary Phone: 774.213.2949

Fax Number: 774.213.2899

Alternative Phone:

Email: cmacdonald@nyajoes.com

Business Address (Corporate Headquarters)

Street Number: 2

Street Name: Granite Avenue Suite 300

City/Town: Milton

State: MA

Zip Code: 02186

Country:

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

4. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

<p>Are you a U.S. Citizen? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Have you ever been convicted of a state, federal, or military crime? <input type="radio"/> Yes <input checked="" type="radio"/> No <small>If yes, attach an affidavit that lists your convictions with an explanation for each</small></p> <p>Have you ever been Manager of Record of a license to sell alcoholic beverages? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, please list the licenses for which you are the <u>current</u> or <u>proposed</u> manager: <input style="width: 200px; height: 50px;" type="text"/></p>	<p>Do you have direct, indirect, or financial interest in this license? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, percentage of interest <input style="width: 100px;" type="text"/></p> <p>If yes, please indicate type of Interest (check all that apply):</p> <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Officer</td> <td><input type="checkbox"/> Sole Proprietor</td> </tr> <tr> <td><input type="checkbox"/> Stockholder</td> <td><input type="checkbox"/> LLC Manager</td> </tr> <tr> <td><input type="checkbox"/> LLC Member</td> <td><input type="checkbox"/> Director</td> </tr> <tr> <td><input type="checkbox"/> Partner</td> <td><input type="checkbox"/> Landlord</td> </tr> <tr> <td><input type="checkbox"/> Contractual</td> <td><input type="checkbox"/> Revenue Sharing</td> </tr> <tr> <td><input type="checkbox"/> Management Agreement</td> <td><input type="checkbox"/> Other</td> </tr> </table>	<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager	<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director	<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord	<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other
<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor												
<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager												
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director												
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord												
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing												
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other												

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the past 10 years

Date(s)	Position	Employer	Address	Phone
2005 - Present	server - mgr	Not Your Average Joe's	2 Granite Ave. Milton, MA 02186	774.213.2949

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
n/a				

APPLICANT'S STATEMENT

I, Joseph McGuire the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Not Your Average Joe's, hereby submit this application for Change of Manager
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 8/24/2016

Title: CFO

NOT YOUR AVERAGE JOE'S


August 17, 2016

Town of Arlington
Board of Selectmen
730 Mass Avenue
Arlington, MA 02476

Dear Mary Ann,

Enclosed please find an application for a Change of Manager for Not Your Average Joe's. Please let me know the next available date to go before the board.

Thank you,


Christine MacDonald
cmacdonald@nyajoes.com
774.213.2949

2 GRANITE AVE, SUITE 300
MILTON, MA 02186
T 774.213.2800 F 774.213.2899

WWW.NYAJ.COM



Town of Arlington, Massachusetts

CITIZENS OPEN FORUM



Town of Arlington, Massachusetts

Request: One Space On Street Overnight Parking @ 35 Addison Street

Summary:

Dorothy Louise (tabled from 7/18/16 meeting)

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	35_Addison_St._reference.pdf	Inspections Summary Report, Police memo, Fire memo, Louise request, meeting notice

INSPECTIONS SUMMARY REPORT

Type of Request: One Space, On Street Overnight Parking Application

Name of Applicant: **Dorothy Louise**

Address: **35 Addison Street**

The following Departments have **no objections** to the issuance of said permit:

- Police _____
- Fire _____

The following Departments have **objections** to the issuance of said permit:
(see attached)

- Police **X**
- Fire **X**

ARLINGTON POLICE DEPARTMENT

CHIEF OF POLICE
Frederick Ryan



Town of Arlington
MASSACHUSETTS 02474

POLICE HEADQUARTERS
112 Mystic Street
Telephone 781-316-3900
Facsimile 781-316-3919

MEMORANDUM

TO: Marie Krepelka
Board Administrator

FROM: Officer Corey P. Rateau
Traffic and Parking Unit

DATE: July 13, 2016

RE: One Space, On-Street Overnight Parking @ 35 Addison Street

At your request, I looked into and spoke with Ms. Dorothy Louise regarding her petition for one overnight parking space at her residence at 35 Addison Street. Upon review of all of the information, **the Traffic and Parking Unit does not support the issuance of this waiver.**

Ms. Louise was advised of the exigent circumstances that would warrant an exemption from the overnight parking ban and she did not meet any of them. She simply stated that her son was coming back to live at the residence with his vehicle and that the Town needed to provide a space for him. She was advised multiple times that knowingly taking on another vehicle without sufficient off-street parking did not require the Town to provide an exemption to the longstanding overnight parking ban.

Also, there are safety concerns with permitting parking in front of the residence. The property is at the end of a narrow, dead-end street and has a fire hydrant in front of it. Any emergencies at the end of the roadway or on the pond requiring a response with multiple fire apparatus could be compromised with vehicles parked in front of the residence.

Cc: Frederick Ryan, Chief of Police
Capt. Julie Flaherty, Support Services Commander
Lt. Paul Conroy, OIC / Traffic, Details, and Licensing
Deputy Chief John Kelly, Arlington Fire Operations
Adam Chapdelaine, Town Manager

"Proactive and Proud"

From: "John Kelly (Fire Dept)" <JKelly@town.arlington.ma.us>
To: "Fran Reidy" <FReidy@town.arlington.ma.us>, "Corey Rateau" <CRateau@town.arlington.ma.us>
Date: 07/14/2016 10:37 AM
Subject: 35 Addison St

After reviewing the petition for overnight parking the Fire Dept.. is not in favor of approving it. Any parking on that street, a dead end, would hinder apparatus placement in case of a fire. There is a hydrant right in that area as well as access to the lake which may also be compromised by having cars parked on the street. A review of that property does show what looks like a 2 car garage with 2 additional areas for off street parking in front of it.

For the above stated reasons we are against the town approving this on street overnight parking space.

Thank You

Deputy Chief John R Kelly
Arlington Fire Dept.
Operations Division
781-316-3803

RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MA 02476

2016 JUN 17 PM 12:01

Diane Mahon
Board of Selectman
Town Hall
730 Massachusetts Ave.
Arlington, MA 02476

June 14, 2016

Dear Selectman Mahon,

I was recommended by Ms. Fran Reidy to write this letter to apply for an exemption to overnight parking. I have been a resident at 35 Arlington Street in Arlington since 1995. My home is the last house on the right. Addison is a dead end street. Past my house is Spy Pond. My driveway is limited; there is no space to expand the driveway; and there is no choice to park elsewhere, but on the street.

Please contact me with any other information that you may need.

Sincerely,



Dorothy Louise
35 Addison Street
Arlington, MA 02476
781-504-8939 cell
781-641-4647 house
dlouise3@gmail.com

OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR
DANIEL J. DUNN, VICE CHAIR
KEVIN F. GREELEY
STEVEN M. BYRNE
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

August 30, 2016

Dorothy Louise
35 Addison Street
Arlington, MA 02476

Dear Ms. Louise:

The Board of Selectmen will be discussing your request for on street overnight parking at their meeting on Monday, September 12th in the Selectmen's Chambers, Town Hall, 2nd Floor. The meeting begins at 7:15 p.m. You or your representative is invited to be in attendance at this meeting.

Kindly call the office of the Board of Selectmen to confirm the date and time with either Mary Ann or Fran.

Thank you.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

For Approval: Designate Purcell Road as 'One Way' from Everett Street to North Union Street

Summary:

Kathleen Bodie, Ed.D., Superintendent of Schools

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	Letter_from_Dr._Bodie.pdf	Letter from Dr. Bodie



ARLINGTON PUBLIC SCHOOLS

Office of the Superintendent
Arlington High School
P.O. Box 167
869 Massachusetts Avenue
Arlington, MA 02476-0002

Telephone
(781) 316-3500
Fax
(781) 316-3509

August 22, 2016

Dear Members of the Board of Selectmen,

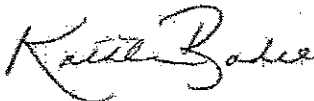
Officer Corey Rateau, Police Department Traffic Unit, and I are writing to request that you recommend changing Purcell Road, which is a one-block long, two-way street adjacent to Thompson Elementary School, to a one-way street going east.

The rationale for this request is that traffic on this road is very congested during the school year. While there is a staff parking lot on Purcell Road, teachers and staff still need to park along the Thompson side of Purcell. If someone else parks on the other side of Purcell, which happens often, then the road is only passable for one lane of traffic. As a result, Purcell Road is usually congested at the beginning and end of the school day, which also affects traffic on Everett and North Union Streets.

Assuming a vote by Town Meeting this fall to appropriate funds approved by voters in June for an addition to Thompson, traffic congestion on Purcell will be considerably aggravated by construction vehicles, which will be traveling on Purcell and North Union with some vehicles likely parked on both streets. The target start date for the commencement of construction is November 1, 2016. Ideally, the road could be designated as one-way from Everett Street to North Union Street before the start of construction.

The abutters to Purcell Road have been contacted by the School Department by letter, dated August 22, 2016, informing them of this request to the Board of Selectmen. We would appreciate having this proposal included in your September 12 agenda.

Sincerely,



Kathleen Bodie, Ed.D.
Superintendent of Schools

CC: A. Chapdelaine
C. Rateau
F. Ryan



Town of Arlington, Massachusetts

Minuteman Campaign Update

Summary:

Michael Ruderman, 9 Alton Street

ATTACHMENTS:

	Type	File Name	Description
▯	Reference Material	Minuteman_Brochure_on_New_Minuteman_Building_for_Town_Meeting_04-11-2016.pdf	Minuteman Brochure

WHO WE ARE

Minuteman is an award-winning regional public high school that integrates robust academic and career & technical learning to deliver a revolutionary competitive advantage. We're located in Lexington, just off Route 128, west of Boston. The school serves a diverse student body with multiple learning styles, expanding opportunities for college and career success. Minuteman challenges all students to aspire to their full potential, accelerate their learning, and achieve success in the 21st-century global community.

WHAT WE DO

At Minuteman, we've *revolutionized* high school through the integration of academics **with** valuable career & technical skills. Together, we're working hard to make the most of our resources and strengthen our local workforce and economy. This helps everybody, because successful students become productive citizens who make our community the great place it is.

OUR MEMBER TOWNS

The new Minuteman District covers a wide region that includes 10 member towns: Acton, Arlington, Belmont, Bolton, Concord, Dover, Lancaster, Lexington, Needham, and Stow.



MINUTEMAN
A REVOLUTION IN LEARNING

758 Marrett Road
Lexington, MA 02421
www.minuteman.org

RESIDENTIAL CUSTOMER



MINUTEMAN
A REVOLUTION IN LEARNING

A New High School

***Building a Competitive Advantage
for Future Generations***

Information Prepared
for Town Meeting

NON-PROFIT ORG
US POSTAGE PAID
PERMIT NO. 59744
BOSTON, MA

PROJECT BENEFITS

- Resolve long-standing structural, mechanical, and code issues with the existing building
- Create a modern school building that supports innovation and meets current and emerging educational needs
- Build a 21st century workforce that strengthens the region's economy and sustains healthy property values
- Invest in the most affordable option, using more than \$44 million in state funds that will go elsewhere if not used here
- Safeguard the school's regional accreditation

A NEW DESIGN FOR TEACHING AND LEARNING

- A *True Academy Model* that offers
 - Integration of Technical and Academic curriculum
 - AP and College level courses
 - Dual Enrollment
 - Creativity and Innovation
 - Common Planning Time
 - Project Based Learning
- Engineering, Construction and Trades Academy (9 Programs and 12 Majors)
- Life Sciences and Services Academy (7 Programs and 8 Majors)
- New Career Majors
 - Advanced Manufacturing
 - Multi-Media Engineering
 - (Technical Theatre Arts)



PROJECT FEATURES & RESIDENT TAX IMPACT PER YEAR*

• 628 Student Design Enrollment			
• 257,745 Total Building Gross Floor Area			
• \$144,922,480 Total Project Budget			
• \$119,200,892 Construction Budget			
• \$44.1 Million Estimated Reimbursement			
• 44.75% Reimbursement of Eligible Costs			
• 30% Effective Reimbursement			
Acton	\$40.34	Dover	\$25.33
Arlington	\$75.19	Lancaster	\$116.93
Belmont	\$33.25	Lexington	\$36.84
Bolton	\$59.66	Needham	\$17.50
Concord	\$33.61	Stow	\$62.24

*On the median home value in each town.



GETTING TO YES

- January 27, 2016 – The Massachusetts School Building Authority (MSBA) voted unanimously to pay up to \$44,139,213 for a new school.
- March 11, 2016 – The Commissioner of Elementary and Secondary Education approved the revised Minuteman Regional Agreement.
- March 15, 2016 – The Minuteman School Committee voted to approve bonding for a new school.
- June 30, 2016 – The MSBA requires Minuteman to secure local approval from Town Meetings in all member towns.

WHAT IF WE REJECT THIS OPTION AND RENOVATE ONLY?

- Loss of over \$44 million in State funds
- Over \$100 million of repairs remain on the shoulders of the member towns
- Loss of the 44.75% reimbursement rate
- Years waiting to get MSBA support – at a lower reimbursement rate
- Risk of escalating construction costs
- Likely loss of accreditation from the New England Association of Schools and Colleges (NEASC)
- Missed opportunity for innovation, creativity and cost savings
- Uncertainty for students and parents seeking a career and technical education



Town of Arlington, Massachusetts

ADA Parking Space Proposal and Recommendation

Summary:

Adam W. Chapdelaine, Town Manager

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	ADA_Space_Memo_(1).pdf	Recommendation from Town Manager
▢ Reference Material	ADA_Space_Email.pdf	E-mails
▢ Reference Material	ADA_Space_Emails_(1).pdf	E-mails
▢ Reference Material	Businesses_Communicated_with.docx	Reference from 7.18.16 meeting: Businesses Communicated with
▢ Reference Material	Map_Current_New_HP_(3).pdf	Reference from 7.18.16 meeting: Map Current New HP
▢ Reference Material	Proposed_New_HP_Spots_(1).pdf	Reference from 7.18.16 meeting: Proposed New HP spots



**Town of Arlington
Office of the Town Manager**

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Members of the Board of Selectmen

From: Adam Chapdelaine, Town Manager

RE: Recommendation Regarding ADA Parking Space Proposal

Date: September 9, 2016

I am writing in follow up to the Disabilities Commission's request to expand ADA Parking Spaces along the Town's commercial corridors. As the Board will recall, I asked the Board to delay a decision on this request until further public comment could be solicited. We did issue a call for comments, and the responses are included as an attachment to this agenda item.

Based on this feedback, and my own analysis of this matter, I am requesting the Board's consideration of a phased approach regarding the Disabilities Commission's proposal for an expansion of ADA Parking Spaces. As the Board is aware, the request that was before the Board in July asked for 27 new ADA Parking spaces in addition to the 21 existing ADA Parking Spaces. Such an increase would achieve a 128% increase in the amount of ADA Parking Spaces along the Town's commercial corridors. My recommendation is that the Board approve 14 new spaces (~50% of request) immediately, allow for the Town to perform a utilization analysis of the existing and new spaces, and then consider the approval of the remaining spaces 12 months from now. This action will result in an immediate 67% increase in ADA Parking Spaces along the Town's commercial corridors.

Furthermore, this action will allow the Board to take meaningful action to support the goals of the Disabilities Commission while also using data collected via the utilization analysis to make a thoroughly informed decision in the future. This analysis can be performed within existing Town resources and will not require any further appropriations.

I respectfully request the Board's consideration of this recommendation, and look forward to answering any questions that the Board may have regarding this matter.

From: Diane Buxton <dianebuxtonphoto@gmail.com>
To: Adam Chapdelaine <AChapdelaine@town.arlington.ma.us>
Date: 07/19/2016 05:33 PM
Subject: Handicap Placard Parking Project

Hi Adam,

A signed version of this letter is on it's way to you, but I wanted you to have it asap.

Thank you,
Diane

July 19, 2016

Mr. Adam Chapdelaine
Town Manager
Arlington Town Hall
730 Massachusetts Avenue
Arlington, MA 02476

Dear Adam,

Recently, members of the Arlington Disability Commission approached several of the businesses in Capitol Square to inform us about their proposed Handicap Placard Parking Project--to designate additional handicap parking spaces, mainly on Mass Ave and Broadway, in East Arlington. It is clear from the proposal that people with disabilities want to support our businesses, and we are pleased that attention is being given to handicap parking issues in the area. Together, as Capitol Square business owners, we would like to share our insights on this matter, as we believe that the issue of insufficient handicap parking in Capitol Square may well be remedied with proper regulation of the already-existing handicap spaces, rather than by embarking on an entirely new project.

It is well known that the Mass Ave Construction Project permanently eliminated several parking spaces along Mass Ave, a fact that compounded an already desperate need for more parking. On the Mass Ave block located between Winter Street and Cleveland Street alone, five parking spaces were permanently eliminated--both because of the Lake Street intersection narrowing and because of larger parking spaces being created where smaller spaces once were. Our customers often complain that there is no parking available on Mass Ave, and if they don't have time to find parking on the side streets, they will not stop to shop. The Mass Ave Construction Project has already put considerable economic strain on several Capitol Square businesses, and we are eager to find a solution to this issue that will not involve yet another construction project, thus further impeding the viability of Capitol Square businesses.

Additionally, we are concerned by what appears to be the continued abuse of handicap parking privileges in the area. Over the past three years, we have noticed that at least one car with handicap placards routinely parks on Mass Ave for over eight hours at a time. While we understand that cars with valid handicap placards can legally park in any parking space--designated for handicap persons or not--for an unlimited amount of time, we believe that the prolonged parking of just a few vehicles could make it appear that there is a greater need for more handicap parking spaces than actually exists.

It is our hope that this issue that can be remedied through both greater education about handicap parking among business owners and community members as well as through proper regulation of the existing handicap parking spaces in Capitol Square. We are open to further discussing this matter in order to find a solution that benefits all our community members. Thank you.

Sincerely,

Diane Buxton
Whitted

Marc Gurton

Doreen O'Hare

Jan

Owner
Owner

Owner

Branch Manager


Luv and Other Gifts
Artbeat

Leader Bank
13FOREST Gallery



Diane Buxton
Owner and Curator
Luv and Other Gifts
189 Mass Ave
Arlington, MA 02474
[617-835-5793](tel:617-835-5793)
diane@luvbboston.com
www.facebook.com/luvandothergifts

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From: Mel Goldsipe <melgoldsipe@gmail.com> 
To: jjones@town.arlington.ma.us
Date: 07/25/2016 04:45 PM
Subject: Expansion of handicap placard parking

I support the expansion of handicap placard parking throughout Arlington as detailed in the presentation given at the recent Board of Selectmen meeting. Please implement it fully by adding all 27 requested spaces, as recommended by the Disability Commission and approved by the BOS.

-- Mel Goldsipe
(pronouns: she/her/hers)

JJones@town.arlington.ma.us[Message Listing](#)[Previous Message](#)[Next Message](#)[Next Unread](#)[Reply to Sender](#)[Reply to All](#)[Forward Message](#)[Forward As Attachment](#)[Mark as Unread](#)[Delete Message](#)[Print Message](#)[Save Source](#)[View Message Source](#)

[Inbox](#) [Compose](#) [Calendar](#) [Contacts](#) [Tasks](#) [Notes](#) WorldClient**Message**[Documents](#) [Options](#) [Help](#) [Sign Out](#)Destination Folder [Copy](#) [Move](#)

From: Janice Sophis <jdnsophis@gmail.com> 
To: jjones@town.arlington.ma.us
Date: 07/25/2016 07:34 PM
Subject: HP Parking

I would like to understand the system in place for managing HP licensing in Arlington. For example, when someone no longer needs a HP plate (e.g., they may have recovered from their initial need for a plate, or the person in need has died, etc.) how does the town make sure the plate is turned in and that it is not being used by someone not qualified to use it?

Janice Sophis
Arlington resident

JJones@town.arlington.ma.us[Message Listing](#)[Previous Message](#)[Next Message](#)[Next Unread](#)[Reply to Sender](#)[Reply to All](#)[Forward Message](#)[Forward As Attachment](#)[Mark as Unread](#)[Delete Message](#)[Print Message](#)[Save Source](#)[View Message Source](#)

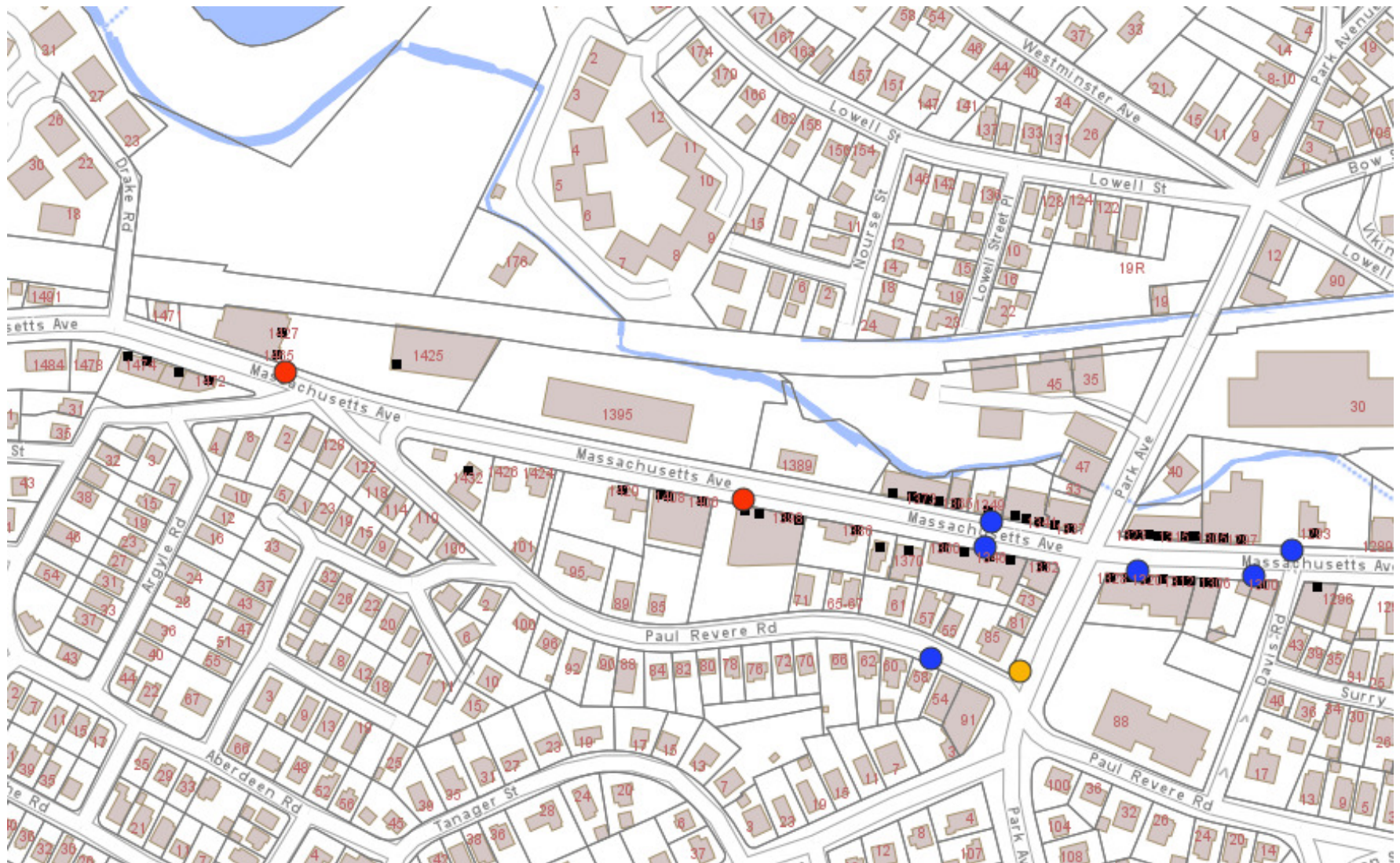
Businesses Communicated with (In-person, left info, via email) = ~200
In 40+ cases, spoke directly with owner.

13 Forest	Boyle's	European Hair Design
7 * Grocery	BP Framing	EyeLevelLearn
A & A Deli	BR BBQ	Fantasy Nails
A'barbershop	Brick. Pizza	Fidelity Hse
Acitron	Brown F Arch	Fischera Art
ACMI	Calvry Church	Fitness First
AH Realtors	Camb S Bank	Fitness Studio
Allure Hair	Camilla's	Flag
Anderson's Florist	Cap Theatre	Food Pantry
Andrina's	Capri Pizza	Fox Library
Anthony's Deli	Casa Esme Nrsry Schl	Fushion Taste
Arl Bakery	Century 21	Gail Ann's
Arl Fuel Co	Charlene's Barber	GalaxyMkt
Arl Hair Salon	Chilly Cow	Gentle Dental
Arl House Pizza	Citizen's Bank	Giles Wines
Arl Infant Toddler Care	Clay Dreams	Go Play
Arl Optique	Clip Joint	Grace Nails
Arl Package	Common Grnd	Gronemeyer
Arl Shoe Repair	Commune K	H&R Block
Arl Vision Ctr	ComPro	Hair Say 2
Arlington Ctrd	Compute Café	Hear USA
Arlngtn Diner	Congreg. Church	Heights Barber
ArtBeat Creativity	Continente	Helen Nails
Artful Heart	Costume Co	Henry Bear
Artwear	Credentials	Highrock Church
Autobody	CS Furnitur	Highrock Church
Balichs	D'aggs Deli	Horizons
Barismo	D'Agostino	In-Shape
Beaujola's	Dallin Museum	J&D Cleaners
Beauty Corner	Derby Farm	J&L Hair
Black C Yoga	Digumms	Jacqui's Salon
Body Tune Massage	Drum Connect	Janette Tailor
Book Rack	Dunkin Don	Jimmy's
Bouvier Jwlry	Dunkin Donut	Korean Fashion
	Edible Arrng	Kumon
	Elton's Beef	

La Mirage
Laundromat
Laura Sewing
Leader Bank
Leader Finan
Lex Driving
Little Q Hot P
Lucky Dragon
Luv & Other
M.Y. Salon
Madrona Tree
Magic Bites
Magic Dragon
Maida Pharm
Mami
Marchelle Coiffures
Maxima
May's Nails
Menot Wine
Merle Norman
Mill B Animal
Mman Repair
Mosaic
Music Studio
My Brother's
Ner Kitchen
new vet (pets)
New Dimension
Office Bldg/ Medical
Olymp Pizza
Oreck Vac
P & S Tailor
Papa Gino

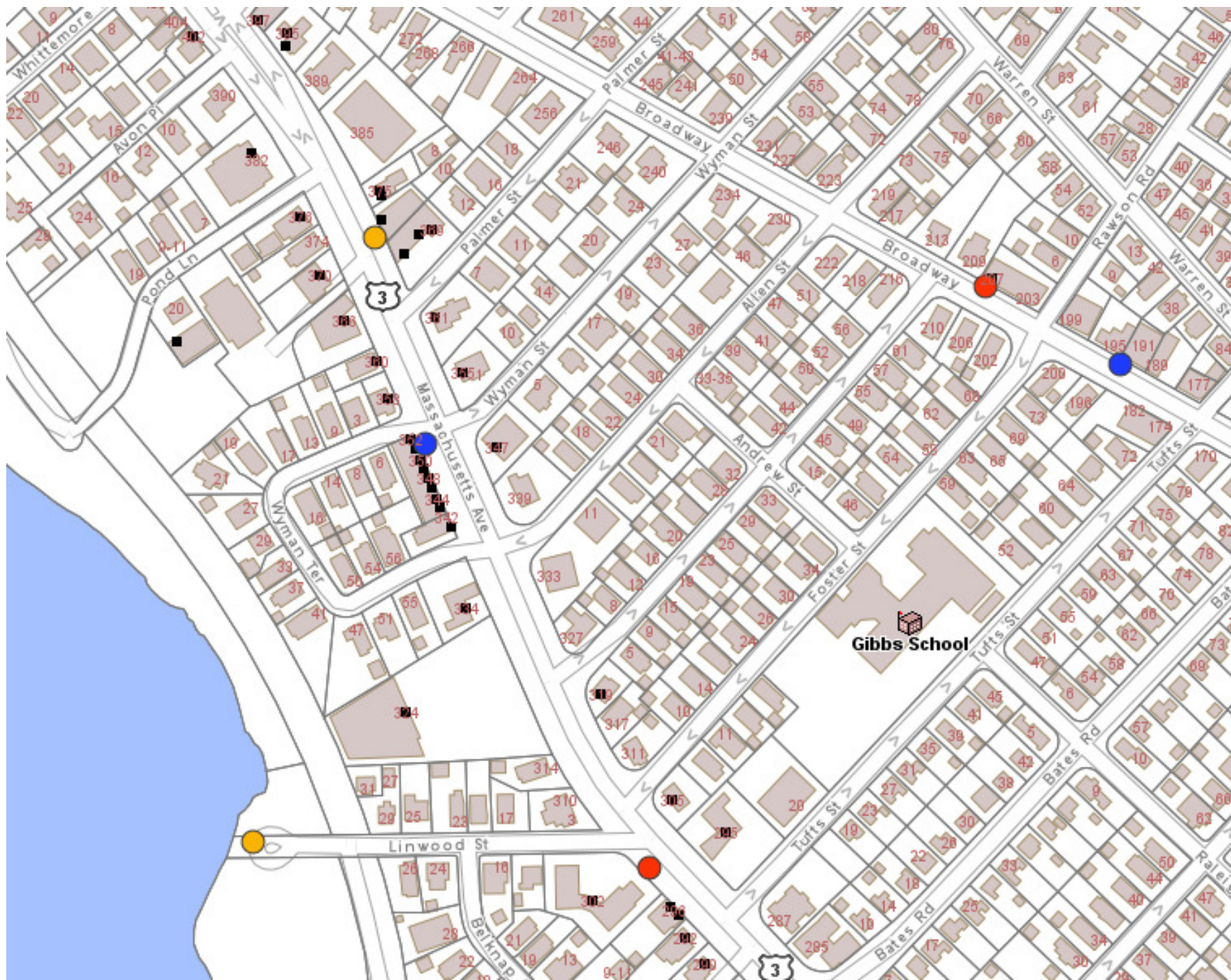
Pasha
Pear Tree Hr
Phelan & S
PlayTime
Prime Butcher
Punjab
Quad Cycle
Quebrada
Quinn Group
R&H Funeral
Rainbow Clnr
RanchRoof
Regent Thtre
Regina's
Rental Group
Retro Burger
Ristorante O
Robbins Library
Robert Insur
Ronald Riesz
S & O'Cl
Sabatino's
Sabzi Restaurant
Sanford Camera
Scoop n Scoot
Shangai Village
Something S w/o Wheat
Sports Etc
Sprint
St Agnes Church
Star Nails
Starbucks
Stella's Hair
Sugo
Sunny Clean

Swanson's Jewelers
Sweet Chili
SwiftlyPrint
Symmes Mini-mart
T. Joes & Starbucks
T.L Nails & Spa
Tango
TC Jewelers
TerraNostra
Tiki-In
Tony's Barber Shop
Torchlight
Trinity Baptist Church
True North
Tryst
Tw Cleaners
Upholstery B
UPS Store
Utopia Clnr
VCA Cats
Victoria Taq.
Villa Pizza
Vincent's Barber Shop
Wild Child
Wish Salon
Wood & Strings
Wyman, Dr.
Yoga
Za
Zhen Ren Martial Arts
Zhu













		Before, After, or In?							Any Obstacles?								
Address	Business	Curb Cut	Crosswalk	Driveway	Street	Bus Stop	Bumpout		High Curb	Lampost	Utility Pole	Bench	Planter	Overhead	Pole Avail	NOTES, inc. Person you Spoke with/handed info to?	Who checked
1465 Mass Ave	T. Joes & Starbucks	Y	Y	N	N	N	N		N	N	Y	N	N	N	N	manager	CA,SS
1398 Mass Ave	Prime Butcher	Y/B	Y/A	Y	N	N	Y/A		N	Y/B	N	N	Y/B	N	Y	Scott Carter,Mgr	CA/SS
85 Park A	ACMI	Y	Y	N	Y	N	N		N	Y	Y	N	N	N	?	(diagonal). Info left	CA/SS
1095 Mass Ave	Jimmy's	Y/A	Y/A	Y/B	Y/A	Y/A	N		N	N	Y/B	N	N	N	Y	manager	CA/SS
1064 Mass Ave	Dr. Wyman	Y	Y	N	Y	N	N		N	N	N	N	N	N	N	has ramp on School St	DD
906 Mass Ave	New Dimension	Y	N	Y	N	N	N		N	N	N	N	N	tree	N	suggests HP space here, why not?	DD
820 Mass Ave	Marchelle Coiffures	Y/B	Y/A	N	Y	N	N		N	Y	N	N	N	N	Y	George Familiar, owner of block, wants HP space	CD/SS
819 Mass Ave	Arl Infant Care	Y	Y	N	Y	N	N		N	N	N	N	N	N	N	Afi says sure!	DD
19 Mill St	Millbrook Sq	Y	Y	N	N	N	N		N	N	N	N	N	tree	N	1 hr parking only 9am- 7pm	DD
725 Mass Ave (on Central)	Gentle Dental	Y	Y	N	N	N	N		N	N	N	N	N	N	Y	Michelle Bernadini pos	CD/SS
703 Mass Ave	Citizen's Bank (drive-thru)	Y	Y	Y/B	Cross	N	N		N	N	N	N	N	N	N	left info?	CD
700 Mass Ave	Robbins Library	Corn	Y/A	Y/A	N	Y	N		N	Y	N	N	N	N	Y	Library Director, Nicolay, says YES	DD
673 Mass Ave	Camilla's	Y	Y	N	N	N	N		N	N	N	N	N	N	N	owner says yes!	CA/SS
458 Mass Ave	Heads Up	Y	Y	N	N	N	N		N	N	N	N	N	Tree	?	CLOSED	MD

		Before, After, or In?							Any Obstacles?								
Address	Business	Curb Cut	Crosswalk	Driveway	Street	Bus Stop	Bumpout		High Curb	Lampost	Utility Pole	Bench	Planter	Overhead	Pole Avail	NOTES, inc. Person you Spoke with/handed info to?	Who checked
2 Medford (449 Mass)	Leader Bank	Y	Y	N	N	N	N		N	N	N	N	N	N		Azrate, Manager	MD
311 Broadwy	Vacant (was ArtHeart)	N	N	N	N	Y	N		N	At Back	N	N	Next	N	N	(lost lease, moving) Tanya Abraham	MD
369 Mass Ave	The Arl Ctr	N	N	Y	N	N	N		N	N	N	N	N	tree	N	move bicycle rack	CD
Linwood Circ	Spy Pond	N	N	N	N	N	N		N	N	N	N	N	N	N	Add curb cut	BK
300 Mass Ave	Calvry Church	Y	Y	Y	Y	N	N		N	N	N	N	N	tree	N	left msg church office	DD
230 Mass Ave	Fischera Art	N	N	Y	N	N	N		N	Y	Y	N	N	N	Y	(home office), step up	MD
188 Mass Ave	Camb S Bank	N	N	N	N	N	N		Y	N	N	N	N	N	N	Rich Bertolucci,mngr	MD
175 Mass Ave	Fox Library	Y	Y	N	Y	N	N		N	N	N	N	N	N	N	MOVE from RO.Yvonne, move bicycle rack	MD
1 Melrose	Casa Esme															wants addl HP on side	
152 Mass Ave	Nrsry Schl	Y	N	Y	N	N	N		N	N	N	N	N	N	Y	Geoff Perkell (is HP)	MD
138 Mass Ave	Za	Y	Y	N	Y	N	Y		N	N	N	N	N	N	N	Bob, supervisor	MD
108 Mass Ave	Clip Joint	Y	Y	N	Y	N	N		N	N	N	N	N	N	N	Julie Crooker, owner	CD
207 Broadwy	Beaujolais	N	N	Y	N	N	N		N	N	N	N	N	tree	N	Michelle, owner	BK
117 Broadwy	Food Pantry	Y	Y	Y	Y	N	N		N	N	Y	N	N	N	Y	JoAnn, Food Link	DD
64 Broadwy	Boyle's	Y	Y	N	Y	N	N		N	N	N	N	N	N	Y	Elly, employee	BK
																27 New Spaces	
																20 Red, 7 orange	
																(+ 1 Space Moving)	



Town of Arlington, Massachusetts

NEW BUSINESS



Town of Arlington, Massachusetts

EXECUTIVE SESSION



Town of Arlington, Massachusetts

Next Scheduled Meeting of BoS September 26, 2016.